

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Duke Energy Carolinas, LLC  
for Authority to Adjust and Increase Its  
Electric Rates and Charges

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2009 - 226 - E

(Please type or print)

Submitted by: Catherine E. Heigel

SC Bar Number: 9268

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: \_\_\_\_\_

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input checked="" type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**

**DOCKET NO. 2009-226-E**

In the Matter of: )

Application of Duke Energy Carolinas, )  
LLC for Authority to Adjust and Increase )  
its Electric Rates and Charges )  
)  
)  
)

**CERTIFICATE OF SERVICE**

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This is to certify that I have caused to be served this 1<sup>st</sup> day of February 2010, Duke Energy Carolinas, LLC's **Tariffs** via electronic mail to the persons named below at the addresses set forth:

Jeffrey M. Nelson  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

Shealy Boland Reibold  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

Shannon Bowyer Hudson  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

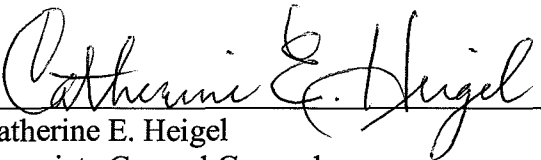
Scott A. Elliott  
Elliott & Elliott, P.A.  
721 Olive Street  
Columbia, SC 29205

J. Blanding Holman, IV  
Southern Environmental Law Center  
P.O. Box 609  
Charleston, SC 29402

Gudrun Thompson  
Southern Environmental Law Center  
P.O. Box 609  
Charleston, SC 29402

Rolf Baghdady  
The S.C. Green Party  
118 Cobblestone Court  
Chapin, SC 29036

This 1<sup>st</sup> day of February 2010.

  
Catherine E. Heigel  
Associate General Counsel  
Duke Energy Carolinas, LLC  
526 S. Church Street, EC03T  
Charlotte, North Carolina 28202

**SCHEDULE RS (SC)  
RESIDENTIAL SERVICE**

**AVAILABILITY (South Carolina Only)**

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

**RATE:**

I.	Basic Facilities Charge per month	\$6.79
II.	Energy Charges	
	For the first 1000 kWh used per month, per kWh	8.6124¢
	For all over 1000 kWh used per month, per kWh	9.4067¢

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

South Carolina Thirty-Third Revised Leaf No. 11  
Effective for service on and after February 1, 2010  
PSCSC Docket No. 2009-226-E, Order No. 2010-79

SCHEDULE RE (SC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

AVAILABILITY (South Carolina Only)

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation. In addition, all energy required for all water heating, cooking, clothes drying, and environmental space conditioning must be supplied electrically, and all electric energy used in such dwelling must be recorded through a single meter.

To qualify for service under this Schedule, the environmental space conditioning system and a separate electric water heater must permanently be installed in accordance with sound engineering practices and the manufacturer's recommendations, and both shall meet the requirements shown under Rate Categories and Requirements below.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

I.	Basic Facilities Charge per month	\$6.79
II.	Energy Charges	
	For the first 1000 kWh used per month, per kWh	7.2746¢
	For all over 1000 kWh used per month, per kWh	7.9203¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

SCHEDULE RE (SC)  
RESIDENTIAL SERVICE  
ELECTRIC WATER HEATING AND SPACE CONDITIONING

**REQUIREMENTS**

An electric water heater meeting the specifications set forth below must be installed and used to supply the entire water heating requirements, except that which may be supplied by non-fossil sources such as solar.

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 – 49	4500
50 – 119	5500
120 and larger	Special approval

3. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Electric space conditioning meeting the specifications set forth below must be installed and used to supply the entire space conditioning requirements, except that which may be supplied by supplemental non-fossil sources such as solar.

1. Room-type systems shall be controlled by individual room thermostats.
2. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
3. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
4. Total heat loss shall not exceed 30 BTUH (at 60 degrees F. temperature differential) per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE (American Society of Heating, Refrigerating, and Air Conditioning Engineers) Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee, or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

**SCHEDULE ES (SC)**  
**RESIDENTIAL SERVICE, ENERGY STAR**

**AVAILABILITY (South Carolina Only)**

Available only to residential customers in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation, and which are certified to meet the standards of the Energy Star program of the United States Department of Energy and Environmental Protection Agency.

To qualify for service under this Schedule, compliance with the Energy Star standards must be verified by a third party independent Home Energy Rating System (HERS) rater working for an approved HERS provider.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

Electric space heating and/or electric domestic water heating are not required, but if present, must meet the standards outlined below to qualify for the All-Electric rate, and must be permanently installed in accordance with sound engineering practices and the manufacturer's recommendations. In addition, to qualify for service under this schedule all electric energy used in the dwelling must be recorded through a single meter.

Energy Star Home Certification criteria may vary based on the geographical location of the residence. The criteria for each county served by Company and a list of independent HERS raters are available from the Company or on the Energy Star web site at [www.energystar.gov](http://www.energystar.gov).

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

**RATE:**

	<u>Standard</u>	<u>All-Electric</u>
I. Basic Facilities Charge per month	\$6.79	\$6.79
II. Energy Charges		
For the first 1000 kWh used per month, per kWh	8.1818¢	6.9109¢
For all over 1000 kWh used per month, per kWh	8.9364¢	7.5242¢

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to, all service supplied under this Schedule.

South Carolina Ninth Revised Leaf No. 14

Effective for service on and after February 1, 2010

PSCSC Docket No. 2009-226-E, Order No. 2010-79

SCHEDULE ES (SC)  
RESIDENTIAL SERVICE, ENERGY STARREQUIREMENTS

The Standard rate is applicable to residences where the Energy Star standards are met, irrespective of the source of energy used for water heating or environmental space conditioning.

The All-Electric rate is applicable to residences where the Energy Star standards are met and all energy required for all water heating, cooking, clothes drying, and environmental space conditioning is supplied electrically, except that which may be supplied by supplemental non-fossil sources such as solar.

Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity and may be equipped with only a lower element or with a lower element and an upper element.

1. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

2. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.

Billing of service under this schedule will begin after the Customer has provided the Company with certification that the residence meets the Energy Star standards. In addition, if the residence meets the All-electric requirements, billing of service under the All-Electric rate will begin after the Customer has provided satisfactory documentation that the residence meets the All-Electric rate requirements. The Company at all reasonable times shall have the right to periodically inspect the premises of the Customer for compliance with the requirements, subsequent to the initial inspection.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee, or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE RT (SC)  
RESIDENTIAL SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

Available on a voluntary basis to individually-metered residential customers in residences, condominiums, mobile homes, or apartments which provide independent and permanent facilities for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H. P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE:

I.	Basic Facilities Charge per month	\$12.22	
		<u>Summer Months</u>	<u>Winter Months</u>
		<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
II.	On-Peak Demand Charge per month, per kW	\$6.48	\$3.24
III.	Energy Charge		
	a. On-Peak energy per month, per kWh	5.7855 ¢	5.7855 ¢
	b. Off-Peak energy per month, per kWh	4.7955 ¢	4.7955 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	<u>Summer Months</u>	<u>Winter Months</u>
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 7:00 p.m. Monday – Friday	7:00 a.m. – 12:00 noon Monday - Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.	



SCHEDULE RT (SC)  
RESIDENTIAL SERVICE, TIME-OF-USE

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The On-Peak Demand for billing purposes each month shall be the maximum integrated thirty-minute demand measured for the On-Peak period during the month for which the bill is rendered.

MINIMUM BILL

The minimum bill shall be the Basic Facilities Charge.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

SCHEDULE WC (SC)  
RESIDENTIAL WATER HEATING SERVICE  
CONTROLLED / SUBMETERED

AVAILABILITY (South Carolina Only)

Available only for domestic water heating purposes to individually metered residential customers receiving concurrent service on Schedule RS, RE, RB or ES.

This Schedule is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. Residential controlled submetered water heating service is available where the following requirements are met:

1. All water heating requirements for the residence must be supplied electrically, except those provided by non-fossil sources of energy such as solar.
2. All electric energy required for a water heating system (i.e., wired and plumbed together) must be controlled and served through the submeter.
3. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity, and may be equipped with only a lower element or with a lower element and an upper element.
4. Water heaters having only a lower element may have wattages up to but not exceeding the wattages shown below for various tank capacities.

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 49	4500
50 - 119	5500
120 and larger	Special approval

5. The total wattage of the elements in a water heater with a lower element and an upper element may not exceed the specific wattages above unless the water heater has interlocking thermostats to prevent simultaneous operation of the two elements such that the maximum wattage is not exceeded during operation.
6. More than one water heater in a residence may be served under this Schedule provided each individually meets the above requirements, and provided their total wattage is interlocked to prevent simultaneous operation of more than 5500 watts. A higher simultaneous operating wattage may be allowed with special approval of the Company for water heating systems with storage tank capacity of 120 gallons or more.
7. Water heating for the purpose of space heating is not permitted under this Schedule.
8. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.

TYPE OF SERVICE

This service is solely for the purpose of water heating and will be provided from the Company's 60 Hertz, single-phase residential service. This service will be controlled by the Company using a load control device, and submetered in the Customer's water heater circuit. The Company shall have the right to interrupt service to the Customer's water heater under this Schedule. All water heating controlled under this Schedule shall be served through a single submeter. The submetered service will be available at least six hours out of twenty-four hours.

RATE:

Basic Facilities Charge per month	\$1.41
All kWh per month, per kWh	3.7799 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SCHEDULE WC (SC)  
RESIDENTIAL WATER HEATING SERVICE  
CONTROLLED / SUBMETERED

INSTALLATION FEE

Service under this Schedule requires a water heater circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for controlled submetered water heating service	No charge
Additional wiring for controlled submetered water heating service	\$35.00
Concurrent installation of additional wiring for controlled submetered water heating service, and air conditioning load control under Rider PM	\$50.00

The Company will not be required to install additional wiring for the charges listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice. If within the first year the Customer wishes to discontinue this submetered service but continue service at the same location, the Customer will pay a \$25.00 service charge.

SCHEDULE RB (SC)  
RESIDENTIAL SERVICEAVAILABILITY (South Carolina Only)

Available only to individually-metered residential customers in residences, condominiums, mobile homes, or apartments which meet the thermal conditioning and other requirements below, irrespective of the source of energy for environmental space conditioning.

This Schedule is closed and not available for service to customers at locations where the Customer was not served by the Company prior to November 18, 1991.

Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

## Thermal Conditioning and Equipment Standards

- A. Sufficient application of thermal control products must be installed to meet the standards outlined below:
- Ceilings shall have insulation installed having a thermal resistance value of 30 (R-30).
  - Walls exposed to full temperature differential (TD) or unconditioned area shall have a total resistance of R-12.
  - Floors over crawl space shall have insulation installed having a resistance of R-19.
  - Windows shall be insulated glass or storm windows.
  - Doors exposed to full TD shall be weather-stripped and equipped with storm doors or of the insulated type.
  - Other doors exposed to unconditioned areas must be weather-stripped.
  - Air ducts located outside of conditioned space must have: 1) all joints mechanically fastened and sealed, and, 2) a minimum of 2 inches of R-6.5 duct wrap insulation, or its equivalent.
  - Attic ventilation must be a minimum of one square foot of free area for each 150 square feet of attic area.
  - Mechanical ventilation or ceiling vapor barrier, in lieu of free area, may be used where necessary, subject to special approval.
  - Chimney flues and fireplaces must have tight-fitting dampers.
  -

Alternate Equivalent Performance Standard: Variations may be made in the Insulation Standards as long as total heat loss does not exceed that calculated using the specific Standards above. Duct or pipe losses shall be included in the computation of total heat losses. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE\* Guide shall be the source for heat loss calculations.

Framing corrections are not to be considered in computing resistance values.

All thermal control products described in the Standards above should be installed in accordance with manufacturer's recommendations.

## B. Electric Space Heating is not required, but if installed, shall meet the following conditions:

1. Heat pumps shall be controlled by two-stage heating thermostats, the first stage controlling compressor operation and the second stage controlling all auxiliary resistance heaters. Auxiliary heaters shall be limited to 48 amps (11.5 KW at 240 volts) each and shall be switched so that the energizing of each successive heater is controlled by a separate adjustable outdoor thermostat. A manual switch for by-pass of the first stage and the interlock of the second stage of the heating thermostat will be permitted.
2. Excess heating capacity (15% more than total calculated heat losses) may be disconnected at the option of the Company.
3. Total heat loss shall not exceed 30 BTUH\*\* per square foot of net heated area. Duke Power's procedure for calculating heat loss or the current edition of ASHRAE\* Guide shall be the source for heat loss calculations. Duct or pipe losses shall be included in the computation of total heat losses.

## C. Electric Domestic Water Heating is not required, but if installed, shall meet the following conditions:

1. Water heaters shall be of the automatic insulated storage type, of not less than 30-gallon capacity, and may be equipped with only a lower element or with a lower element and an upper element.
2. Water heaters having only a lower element may have wattages up to but not exceeding the specific wattages as shown below for various tank capacities.

SCHEDULE RB (SC)  
RESIDENTIAL SERVICE

<u>Tank Capacity in Gallons</u>	<u>Maximum Single Element Wattage</u>
30 - 39	3500
40 - 49	4500
50 and larger	5500

3. Water Heaters having both a lower and an upper element may have wattages in each element up to but not exceeding the specific wattages set forth in the table above for single-element heaters, but they must have interlocking thermostats to prevent simultaneous operation of the two elements; however, if the sum of the wattages of the two elements does not exceed the specific wattages for single-element heaters set forth in the table above, no interlocking device will be required.
4. Water Heaters of 120 gallon capacity and larger shall be subject to special approval.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120 / 240 volts; or

3-phase, 208Y / 120 volts; or other available voltages at the Company's option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

RATE:

Basic Facilities Charge	\$6.79
For the first 1000 kWh used per month, per kWh	7.9936 ¢
For all over 1000 kWh used per month, per kWh	8.7046 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.

\* American Society of Heating, Refrigerating and Air Conditioning Engineers

\*\* At 60 degree F. temperature differential

South Carolina Thirty-First Revised Leaf No. 18  
Effective for service on and after February 1, 2010  
PSCSC Docket No. 2009-226-E, Order No. 2010-79

SCHEDULE G (SC)  
GENERAL SERVICEAVAILABILITY (South Carolina Only)

This schedule is cancelled effective with the first billing cycle of the month that begins at least 30 days following the Commission's final order in Docket No. 2009-226-E, but remains in effect for customers on this schedule until they transition to Schedule SGS or Schedule LGS.

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge, per month	\$ 8.39
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$3.62
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	10.7537 ¢
	For the next 87,000 kWh per month, per kWh	5.8758 ¢
	For all over 90,000 kWh per month, per kWh	4.1194 ¢

SCHEDULE G (SC)  
GENERAL SERVICEFor the Next 275 kWh per KW Billing Demand per Month:

For the first 6,000 kWh per month, per kWh	5.9460 ¢
For the next 95,000 kWh per month, per kWh	5.8844 ¢
For the next 39,000 kWh per month, per kWh	5.2592 ¢
For the next 60,000 kWh per month, per kWh	5.2476 ¢
For all over 200,000 kWh per month, per kWh	5.1846 ¢

For all Over 400 kWh per KW Billing Demand per Month:

For the first 1,000,000 kWh per month, per kWh	5.0771 ¢
For all over 1,000,000 kWh per month, per kWh	4.8179 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.65 per kW per month of the Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

**SCHEDULE G (SC)  
GENERAL SERVICE**

**Annual**

\$31.45 per kW per year of the Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.



SCHEDULE SGS (SC)  
GENERAL SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer with a kilowatt demand of 75 kW or less. If the customer's measure demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$ 8.39
II.	Demand Charge	
	For the first 30 kW of Billing Demand per kW, per month	No Charge
	For all over 30 kW of Billing Demand per kW, per month	\$ 3.62
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.2340 ¢
	For the next 6,000 kWh per month, per kWh	5.8463 ¢
	For all over 9,000 kWh per month, per kWh	4.9703 ¢
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>	
	For the first 3000 kWh per month, per kWh	5.9240 ¢
	For the next 6,000 kWh per month, per kWh	5.8559 ¢
	For all over 9,000 kWh per month, per kWh	5.1654 ¢
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>	
	For all kWh per month, per kWh	4.5396 ¢

**SCHEDULE SGS (SC)  
GENERAL SERVICE****RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

**DETERMINATION OF BILLING DEMAND**

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

**MINIMUM BILL**

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

**Monthly**

\$1.65 per kW per month of the Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

**Annual**

\$31.45 per kW per year of the Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SCHEDULE SGS (SC)  
GENERAL SERVICE

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE W (SC)  
GENERAL SERVICE  
WATER HEATING

AVAILABILITY (South Carolina Only)

This schedule is cancelled and no longer available after February 1, 2010

SCHEDULE GA (SC)  
GENERAL SERVICE, ALL-ELECTRICAVAILABILITY (South Carolina Only)

This schedule is cancelled effective with the first billing cycle of the month that begins at least 30 days following the Commission's final order in Docket No. 2009-226-E, but remains in effect for customers on this schedule until they transition to Schedule SGS or Schedule LGS.

Available only to establishments in which environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other electric energy used in the establishment. However, if any such establishment contains residential housekeeping units, all energy for all water heating and cooking for such units is also supplied electrically.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise, and all electric energy used in the establishment must be provided by the Company.

To qualify for service under this Schedule, space conditioning systems shall be permanently installed in accordance with sound engineering practices and the manufacturer's recommendation.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge, per month	\$ 8.39	
II.	Demand Charge		
	For the first 30 kW of Billing Demand per month, per kW	No Charge	
	For all over 30 kW of Billing Demand per month, per kW	\$ 3.62	
II.	Energy Charge	Billing Months	Billing Months
		<u>April - November</u>	<u>December - March</u>
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>		
	For the first 3,000 kWh per month, per kWh	11.3400 ¢	10.8047¢
	For the next 87,000 kWh per month, per kWh	6.1961 ¢	5.9181 ¢
	For all over 90,000 kWh per month, per kWh	4.3440 ¢	4.1585 ¢

SCHEDULE GA (SC)  
GENERAL SERVICE, ALL-ELECTRICFor the Next 275 kWh per KW Billing Demand per Month:

For the first 6,000 kWh per month, per kWh	6.2702 ¢	5.9883 ¢
For the next 95,000 kWh per month, per kWh	6.2052 ¢	5.9266 ¢
For the next 39,000 kWh per month, per kWh	5.5459 ¢	5.3004 ¢
For the next 60,000 kWh per month, per kWh	5.5336 ¢	5.2886 ¢
For all over 200,000 kWh per month, per kWh	5.4672 ¢	5.2257 ¢

For all Over 400 kWh per KW Billing Demand per Month:

For the first 1,000,000 kWh per month, per kWh	5.3539 ¢	5.1179 ¢
For all over 1,000,000 kWh per month, per kWh	5.0805 ¢	4.8582 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand.
4. 15 kilowatts (kW)

Note: The minimum billing demand for contracts made prior to March 15, 1971 shall be 5 kW until the maximum integrated thirty-minute demand becomes 15kW, after which the minimum billing demand for such contracts shall be 15 kW.

The Company will install a permanent demand meter for all customers served under this Schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

## Monthly

\$1.54 per kW per month of Billing Demand

## Annual

\$31.45 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

-- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.

**SCHEDULE GA (SC)  
GENERAL SERVICE, ALL-ELECTRIC**

-- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE 9 (SC)  
SERVICE TO COTTON GINS

AVAILABILITY (South Carolina Only)

This Schedule is cancelled and no longer available after February 1, 2010



**SCHEDULE BC (SC)  
BUILDING CONSTRUCTION SERVICE****AVAILABILITY (South Carolina Only)**

Available only as temporary service to builders for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company's lines.

This Schedule is not available for permanent service to any building or other establishment, or for service to construction projects of types other than those described above. This Schedule is not available to rock crushers, asphalt plants, carnivals, fairs, or other non-permanent connections. Such service will be provided on one of the Company's General Service Schedules.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single phase.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

**RATE:**

Basic Facilities Charge	\$8.39
For the first 50 kWh used per month, per kWh	4.4101 ¢
For all over 50 kWh used per month, per kWh	4.2921 ¢

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

**MINIMUM BILL**

\$8.39 per month

**OTHER CHARGES**

There will be no charge for connection and disconnection of the temporary service if the builder accepts delivery at a point where the Company deems such delivery feasible; otherwise, there will be a charge as follows: Overhead service conductors, transformers and line extensions necessary to serve such requirements will be erected and dismantled at actual cost subject to credit for facilities which may remain in permanent service. The actual cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed.

If the builder or his subcontractors require additional temporary services at the same construction site, a charge, computed as in the foregoing, shall be made for each such service.

The Company may require a deposit equal to the estimated cost of connection and disconnection plus the estimated billing on the foregoing rate for the period involved, said deposit to be returned if the contract period is fulfilled.

SCHEDULE BC (SC)  
BUILDING CONSTRUCTION SERVICE

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The term of this contract shall be the estimated length of time, declared by the builder on making application for service, required for completion of construction at the location where service is requested. The builder shall notify the Company when construction is completed. If at any time during the term of this contract, inspection discloses construction completed, or energy being used for purposes other than that set forth in this Schedule, the contract shall be deemed terminated, and billing for service thereafter, until disconnection is requested, shall be on the one of the Company's general service schedules.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GB (SC)  
GENERAL SERVICEAVAILABILITY (South Carolina Only)

This schedule is cancelled effective with the first billing cycle of the month that begins at least 30 days following the Commission's final order in Docket No. 2009-226-E, but remains in effect for customers on this schedule until they transition to Schedule SGS, Schedule LGS, or Schedule I.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

- I. Basic Facilities Charge \$ 16.38  
II. Energy Charge  
The Energy Charge for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service".

<u>For the First 125 kWh per kW Billing Demand per Month:</u>	<u>General Service</u>	<u>Industrial Service</u>
For the first 3,000 kWh per month, per kWh	11.1193 ¢	11.1173 ¢
For the next 87,000 kWh per month, per kWh	9.5562 ¢	9.5542 ¢
For all over 90,000 kWh per month, per kWh	7.6679 ¢	7.6659 ¢
<u>For the Next 275 kWh per kW Billing Demand per Month:</u>		
For the first 6,000 kWh per month, per kWh	8.2555 ¢	8.2535 ¢
For the next 134,000 kWh per month, per kWh	5.8671 ¢	5.8651 ¢
For the next 60,000 kWh per month, per kWh	5.5045 ¢	5.5025 ¢
For all over 200,000 kWh per month, per kWh	5.1042 ¢	5.1022 ¢
<u>For all Over 400 kWh per kW Billing Demand per Month:</u>		
For the first 1,000,000 kWh per month, per kWh	5.0043 ¢	5.0023 ¢
For all over 1,000,000 kWh per month, per kWh	4.8542 ¢	4.8522 ¢

SCHEDULE GB (SC)  
GENERAL SERVICERIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand.
3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

## Monthly

\$1.65 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

## Annual

\$31.43 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

SCHEDULE GB (SC)  
GENERAL SERVICE

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE GT (SC)  
GENERAL SERVICE, TIME-OF-USE

AVAILABILITY (South Carolina Only)

This schedule is cancelled and no longer available after February 1, 2010

SCHEDULE LGS (SC)  
GENERAL SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer with a kilowatt demand of more than 75 kW. If the customer's measure demand is 75 kW or less for twelve consecutive months, the customer will be served under Schedule SGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$10.29
II.	Demand Charge	
	For the first 30 kW of Billing Demand per kW, per month	No Charge
	For all over 30 kW of Billing Demand per kW, per month	\$3.39
II.	Energy Charge	
	<u>For the First 125 kWh per KW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.0574 ¢
	For the next 87,000 kWh per month, per kWh	6.0088 ¢
	For all over 90,000 kWh per month, per kWh	4.9745 ¢
	<u>For the Next 275 kWh per KW Billing Demand per Month:</u>	
	For the first 6,000 kWh per month, per kWh	6.0814 ¢
	For the next 134,000 kWh per month, per kWh	6.0177 ¢
	For all over 140,000 kWh per month, per kWh	5.3705 ¢
	<u>For all Over 400 kWh per KW Billing Demand per Month:</u>	
	For all kWh per month, per kWh	4.7845 ¢

SCHEDULE LGS (SC)  
GENERAL SERVICERIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

The Company will install a permanent demand meter for all customers under this Schedule.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly

\$1.54 per kW per month of the Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual

\$29.35 per kW per year of the Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.



SCHEDULE LGS (SC)  
GENERAL SERVICE

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE FL (SC)  
FLOODLIGHTING SERVICEAVAILABILITY (South Carolina Only)

Available to the individual customer at locations on the Company's distribution system which, in the Company's opinion, permit the use of bucket-type equipment for installation and servicing of facilities. Service under this Schedule may be withheld or discontinued at the option of the Company.

RATE:(A) Bracket-Mounted Luminaires

All-night outdoor lighting service using Company standard equipment mounted on standard poles:

<u>Lamp Rating</u>		<u>Per Month Per Luminaire*</u>			
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)</u> * Plus .0011 cents/kWh	<u>New Pole</u> * Plus 0.0011 cents/kWh	<u>New Pole Served Underground</u> * Plus 0.0011 cents/kWh
<b>High Pressure Sodium Vapor</b>					
16,000	70	Floodlight	\$ 10.99	\$ 16.98	\$ 21.24
27,500	104	Floodlight	\$ 12.98	\$ 20.86	\$ 25.12
50,000	156	Floodlight	\$ 14.47	\$ 22.36	\$ 26.61
<b>Metal Halide</b>					
40,000	155	Floodlight	\$ 17.41	\$ 25.29	\$ 29.55

- (1) The "Existing Pole" rate is applicable to installations, including pole, installed prior to November 18, 1991. After November 18, 1991, the "Existing Pole" rate is available only for luminaires attached to poles which are not installed solely to support the luminaire.

(B) Underground Charges

- (1) Additional monthly charge for the underground conductor system  
\$.07 for each increment of 10 feet, or less, over 150 feet per pole.
- (2) When the installation requires the cutting and replacing of pavement, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the monthly charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) above, for an additional monthly charge of \$4.25 per pole. For installations over 150 feet per pole, the charges under (B) (1) above will apply in addition to the \$4.25 charge.

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

SCHEDULE FL (SC)  
FLOODLIGHTING SERVICE

EXPLANATORY NOTES AND OTHER CHARGES

- (1) Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The Company will readily replace burned-out lamps and otherwise maintain the luminaires during regular daytime working hours following notification by the Customer.
- (2) Luminaires will be installed only on Company-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (3) Equipment (such as disconnecting switches) not supplied by the Company as standard is not available under this Schedule, and shall not be installed by the Customer.
- (4) This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- (5) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (6) Where two or more luminaires were installed for service before November 18, 1991 on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (7) Wood poles longer than 40 feet or structures other than standard wood poles may be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the requested pole or structure and a standard wood pole, but not less than \$5.35 per month per pole or structure.
- (8) Luminaire locations shall be designated by the Customer, and where only an extension of secondary facilities is required from the nearest distribution source, the rate per luminaire in (A) above shall apply. When the number of required poles exceeds the number of luminaires requested, a monthly charge not less than \$1.75 per standard wood pole shall be made for luminaires installed for service before November 18, 1991. A monthly charge not less than \$5.99 per standard pole shall be made for luminaires installed for service after November 18, 1991. When any installation requires an extension of primary facilities solely to serve the luminaires, an additional monthly charge equal to 1.7% of the estimated cost of the primary extension shall be made. Should any installation require guying of secondary facilities, a charge of 60 cents per month per guy shall be made.
- (9) At the Company's option and upon customer request, a monitoring device which automatically notifies the Company when a luminaire has failed can be installed for an additional charge of \$2.50, per month, per luminaire.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three (3) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires designated by the Company as standard and bracket-mounted on standard poles.
- (b) Ten years for all luminaires designated by the Company as decorative or nonstandard, and for all standard luminaires mounted on supports other than standard wood poles, or other non-standard supports, and for primary extensions solely serving the luminaires.

**SCHEDULE OL (SC)  
OUTDOOR LIGHTING SERVICE**

**AVAILABILITY (South Carolina Only)**

Available to the individual customer for lighting of private outdoor areas at locations on the Company's distribution system. Service under this Schedule may be withheld or discontinued at the option of the Company.

**RATE:****(A) Bracket-Mounted Luminaires**

All-night outdoor lighting service using Company standard equipment mounted on standard poles:

<u>Lamp Rating</u>			<u>Per Month Per Luminaire*</u>		
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)</u> *Plus 0.0011 cents/kWh	<u>New Pole</u> *Plus 0.0011 cents/kWh	<u>New Pole Served</u> <u>Underground</u> *Plus 0.0011 cents/kWh
<b>High Pressure Sodium Vapor</b>					
4,000	21	Post Top (2)	NA	NA	\$ 13.82
9,500	47	Suburban (3)	\$ 8.08	\$ 14.07	\$ 18.33
9,500	47	Urban	\$ 9.29	\$ 15.28	\$ 19.54
13,000	56	Suburban (6) (in suitable mercury fixture)	\$ 8.83	NA	NA
16,000	70	Urban	\$ 9.78	\$ 15.77	\$ 20.03
27,500	104	Urban	\$ 11.56	\$ 17.55	\$ 21.81
50,000	156	Urban	\$ 13.84	\$ 19.83	\$ 24.09
<b>Metal Halide</b>					
9,000	43	Urban	\$ 10.83	\$ 16.84	\$ 21.12
40,000	155	Urban	\$ 16.88	\$ 22.88	\$ 27.13
78,000	295	Area	\$ 39.83	\$ 47.71	\$ 51.96
110,000	395	Area (9)	\$ 54.01	\$ 61.90	\$ 66.15
<b>Mercury Vapor** (Closed to new installation )</b>					
4,000	41	Post Top (2)	\$ 6.88 (4)	NA	\$13.97(8)
4,000	41	Suburban (5)	\$ 5.41	NA	NA
4,000	41	Post Top (7)	\$ 8.82	NA	NA
4,000	41	Post Top (7)	\$ 11.40	NA	NA
7,500	75	Post Top (7)	\$ 11.02	NA	NA
7,500	75	Suburban (3)	\$ 7.14	\$ 13.13	\$ 17.38
7,500	75	Urban (8)	\$ 8.19	\$ 14.18	\$ 18.43
20,000	152	Urban (8)	\$ 11.03	\$ 17.02	\$ 21.28

- (1) The "Existing Pole" rate is applicable to installations, including pole, installed by November 18, 1991. After November 18, 1991, the "Existing Pole" rate is available only for luminaires attached to poles which are not installed solely to support the luminaire.
- (2) Luminaire is not available for the lighting of streets, roadways, and other vehicle thoroughfares.
- (3) Closed to new installations on or after July 1, 2005
- (4) Closed to new installations on or after November 18, 1991.
- (5) Closed to new installations on or after January 1, 1973.
- (6) Closed to new installations on or after October 8, 1985.
- (7) Closed to new installations on or after January 17, 1975.
- (8) Closed to new contracts on or after October 1, 2007 for luminaires installed before January 1, 2008
- (9) Closed to new installations after February 1, 2010

\*\* For mercury vapor luminaires installed prior to January 1, 2008, the Company will continue to replace lamps and make repairs other than ballasts, as long as mercury vapor lamps continue to be available from suppliers. When ballast replacement is required, the Company will either convert the light to another light of similar size where the fixture can accommodate metal halide ballast, or provide the closest size high pressure sodium luminaire under the applicable rate for the modified luminaire.

**SCHEDULE OL (SC)  
OUTDOOR LIGHTING SERVICE**

**(B) Other Luminaires**

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

**(C) Underground Charges**

- (1) Additional monthly charge for the underground conductor system  
\$ .07 for each increment of 10 feet, or less, over 150 feet per pole
- (2) When the installation requires the cutting and replacing of pavement, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) for an additional monthly charge of \$4.25 per pole. For installations over 150 feet per pole, the charges under (C) (1) will apply in addition to the \$4.25 charge.

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cent/kWh rider increment or decrement must be added to the rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

**EXPLANATORY NOTES AND OTHER CHARGES**

- (1) Lamps will burn from approximately one half-hour after sunset until approximately one half-hour before sunrise. The Company will readily replace burned-out lamps and otherwise maintain the luminaires during regular daytime working hours following notification by the Customer.
- (2) Luminaires will be installed only on Company-owned poles, and all facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (3) Equipment (such as disconnecting switches) not supplied by the Company as standard is not available under this Schedule, and shall not be installed by the Customer.
- (4) This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.
- (5) Color-improved lamps installed prior to October 1, 2007 are supplied for an extra charge of \$1.05 per lamp per month. For luminaires installed prior to October 1, 2007 there will be no additional charge for color-improved lamps installed as replacements for clear mercury vapor luminaires, nor for color improved lamps installed in new luminaires on or after October 1, 2007.
- (6) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source.
- (7) All luminaires except the 110,000 lumen metal halide fixture will be installed on standard 30-foot, class 6 size wood poles. The 110,000 lumen metal halide fixture will be installed on standard 40-foot, class 5 wood poles. On Customer request, and for an additional charge, all luminaires, except the 110,000 lumen metal halide fixture can be installed on wood poles larger than the standard 30-foot, class 6 size, if the location permits the use of bucket-type equipment for mounting and servicing: 35-foot, class 5 pole for 25 cents per month, or 40-foot, class 5 pole for 35 cents per month. Other size poles, or structures other than standard wood poles, can be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the requested pole or structure, and the standard wood pole, but not less than \$5.35 per month per pole or structure. Brackets longer than the standard length of 30 inches, but not longer than 20 feet, can be installed where use of bucket-type equipment is permitted for an extra charge of 70 cents per month per bracket.

SCHEDULE OL (SC)  
OUTDOOR LIGHTING SERVICE

- (8) Where two or more luminaires were installed for service before November 18, 1991 on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (9) Luminaire locations shall be designated by the Customer and where only an extension of secondary facilities is required from the nearest distribution source, the rate per luminaire in (A) above shall apply. When the number of required poles exceeds the number of luminaires requested, a monthly charge not less than \$1.75 per standard wood pole shall be made for luminaires installed for service before November 18, 1991. A monthly charge of \$5.99 per standard wood pole shall be made for luminaires installed for service after November 18, 1991. When any installation requires an extension of primary facilities solely to serve the luminaires, an additional monthly charge equal to 1.7% of the estimated cost of the primary extension shall be made. Should any installation require guying of secondary facilities, a charge of 60 cents per month per guy shall be made.
- (10) "Suburban" luminaires are defined as standard NEMA-style fixtures with refractors and vertical-burning lamps. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps.
- (11) At the Company's option and upon customer request, a monitoring device which automatically notifies the Company when a luminaire has failed can be installed for an additional charge of \$2.50, per month, per luminaire.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of one (1) year to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) One year for all luminaires installed at a residence and designated by the Company as standard, post top and bracket-mounted on standard poles.
- (b) Three years for all luminaires not installed at a residence and designated by the Company as standard, post top and bracket-mounted on standard poles.
- (c) Ten years for all luminaires designated by the Company as decorative or nonstandard, and for all standard luminaires mounted on supports other than standard wood poles, for non-standard luminaires or other non-standard supports, and for primary extensions solely serving the luminaires.

SCHEDULE GL (SC)  
GOVERNMENTAL LIGHTING SERVICE

AVAILABILITY (South Carolina Only)

Available for all-night outdoor lighting service to Municipal, County State, and Federal Governments solely for the purpose of lighting public streets, highways, and other public places. All facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company. Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source. This Schedule is not available for service to non-governmental entities. This Schedule is not available for seasonal or other part-time operation of outdoor luminaires.

RATE:(A) Bracket-Mounted Luminaires

All-night street lighting service using overhead conductors and Company standard equipment mounted on standard wood poles. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps. Existing Pole" is defined as a pole utilized for distribution facilities and not solely to support the luminaire.

<u>Lamp Rating</u>			<u>Per Month Per Luminaire*</u>		
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	<u>Existing Pole (1)</u> * Plus 0.0011 cents/kWh	<u>New Pole</u> * Plus 0.0011 cents/kWh	<u>New Pole Served Underground</u> * Plus 0.0011 cents/kWh
<b>High Pressure Sodium Vapor</b>					
9,500	47	Urban	\$ 9.29	\$ 10.49	\$ 11.34
16,000	70	Urban	\$ 9.78	\$ 10.98	\$ 11.83
27,500	104	Urban	\$11.56	\$ 12.76	\$ 13.61
50,000	156	Urban	\$ 13.84	\$ 15.04	\$ 15.89
<b>Metal Halide</b>					
9,000	43	Urban	\$ 10.83	\$ 12.03	\$ 12.88
40,000	155	Urban	\$ 16.88	\$ 18.08	\$ 18.93
78,000	295	Area	\$ 39.83	\$ 41.03	\$ 41.88

- (1) The "Existing Pole rate is applicable to a luminaire installed on a pole which does not solely support the luminaire, or for an additional luminaire on the same pole as another luminaire.

(B) Other Luminaires

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated difference in cost installed between the luminaire and structure requested and the equivalent luminaire and wood pole in (A) above.

(C) Underground Charges

- (1) Additional monthly charge for the underground conductor system:  
\$.07 for each increment of 10 feet, or less, over 150 feet per pole
- (2) When the installation requires the cutting and replacing of pavement, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.
- (4) An underground conductor system, up to 150 feet per pole, can be installed to an existing pole under the "Existing Pole" rate in (A) above, for an additional monthly charge of \$4.25 per pole. For installations over 150 feet per pole, the charges under (C) (1) above will apply in addition to the \$4.25 charge.

SCHEDULE GL (SC)  
GOVERNMENTAL LIGHTING SERVICE

(D) Other Charges

- (1) Wood poles longer than 40 feet may be installed for an extra monthly charge equal to 1.7% of the estimated installed cost difference between the standard wood pole and the pole requested. Other structures may be installed without a luminaire for a monthly charge of \$5.99 plus 1.7% of the estimated cost difference between the structure and the standard wood pole.
- (2) Standard wood poles may be provided for \$5.99 per pole per month when provided solely to support traffic signals.
- (3) Brackets longer than 12 feet, but not longer than 20 feet can be installed for an additional monthly charge of \$4.50
- (4) Should the number of poles in the secondary extension required to serve the luminaire(s) exceed the number of poles on which bracket-mounted luminaires are installed, a monthly charge of \$5.99 per pole shall be made for such excess number of poles.
- (5) When the installation requested requires a primary extension solely to serve the luminaires, an additional monthly charge of 1.7% of the estimated cost of the primary extension will be made.
- (6) At the Company's option and upon customer request, a monitoring device which automatically notifies the Company when a luminaire has failed can be installed for an additional charge of \$2.50 per month, per luminaire.

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three (3) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires designated as standard by the Company.
- (b) Ten years for all luminaires designated as decorative or nonstandard or when a primary extension is required solely to serve the luminaires.



**SCHEDULE PL (SC)**  
**STREET AND PUBLIC LIGHTING SERVICE**

**AVAILABILITY (South Carolina Only)**

This schedule is closed and not available for service to new installations after February 1, 2010 but remains in effect for continually effective agreements under this schedule. Available for the purpose of lighting streets, highways, parks and other public places for Municipal, County State, and Federal Governments, at locations inside or outside municipal limits on the Company's distribution system. This Schedule is not available for service to non-governmental entities.

**RATE:****(A) Bracket-Mounted Luminaires**

All-night street lighting service using overhead conductors and Company standard equipment mounted on standard wood poles:

Lamp Rating			Per Month Per Luminaire*	
<u>Lumens</u>	<u>kWh Per Month</u>	<u>Style</u>	Inside <u>Municipal Limits</u> * Plus 0.0011 cents/kWh	Outside <u>Municipal Limits</u> * Plus 0.0011 cents/kWh
<b>High Pressure Sodium Vapor</b>				
9,500	47	Suburban (1)	\$ 7.49	\$ 7.92
9,500	47	Urban	\$ 8.72	\$ 9.15
13,000	56	Suburban (2) (in suitable mercury fixture)	\$ 8.31	\$ 8.74
16,000	70	Urban	\$ 9.28	\$ 9.70
27,500	104	Urban	\$ 11.04	\$ 11.47
38,000	136	Urban (3) (in suitable mercury fixture)	\$ 12.03	\$ 12.46
50,000	156	Urban	\$ 13.42	\$ 13.85
140,000	391	Urban (installed on 55-foot wood pole)	\$ 27.88	\$ 28.31
<b>Metal Halide</b>				
40,000	155	Urban	\$ 16.52	\$ 16.95
<b>Mercury Vapor ** (Closed to new installations)</b>				
4,000	41	Suburban (1)	\$ 4.82	NA
4,000	41	Post Top (4)	\$ 8.30	\$8.70
4,000	41	Bracket (5)	NA	\$ 5.25
7,500	75	Post Top (4)	\$ 10.55	\$ 10.98
7,500	75	Suburban (1)	\$ 6.58	\$ 7.01
7,500	75	Urban (6)	\$ 7.65	\$ 8.08
20,000	152	Urban (6)	\$ 10.55	\$ 10.98
55,000	393	Urban (6)	\$ 21.20	\$ 21.63

- (1) Closed to new installations on or after July 1, 2005
- (2) Closed to new installations on or after February 18, 1987.
- (3) Closed to new installations on or after November 18, 1991.
- (4) Closed to new installations on or after January 17, 1975.
- (5) Closed to new installations on or after June 30, 1972.
- (6) Closed to new contracts on or after October 1, 2007 for luminaires installed before January 1, 2008

\*\* For mercury vapor luminaires installed prior to January 1, 2008, the Company will continue to replace lamps and make repairs other than ballasts, as long as mercury vapor lamps continue to be reasonably available from suppliers. If a ballast replacement is required, the Company will either convert the luminaire to another luminaire of similar size and lumen output where the luminaire can utilize reasonably available compatible ballast, or provide the closest size high pressure sodium luminaire under the applicable rate for the modified luminaire.

**SCHEDULE PL (SC)**  
**STREET AND PUBLIC LIGHTING SERVICE**

**(B) Other Luminaires**

Decorative and non-standard luminaires can be installed on request, at the Company's option, at the rate in (A) above plus an extra monthly charge equal to 1.7% of the estimated installed cost difference between the luminaire and structure requested, and, the equivalent luminaire and standard pole.

**(C) Underground Charges**

- (1) Additional monthly charge for the underground conductor system:

<u>Feet Per Pole</u>	<u>From Overhead System</u>	<u>From Underground System</u>
0 – 100 feet	\$ .50	\$ .35
101 – 200 feet	\$ .90	\$ .75
Over 200 feet	\$ .90 plus \$.07 for each increment of 10 feet, or less, over 200 feet	\$ .75 plus \$.07 for each increment of 10 feet, or less, over 200 feet

- (2) When the installation requires the cutting and replacing of pavement of more than one drive or one walkway per luminaire, 1.7% of the estimated cost of this cutting and replacing of pavement will be added to the monthly charges above.
- (3) When an installation is in an area served by a concrete-encased duct system, additional charges stated above will not apply and, instead, the additional monthly charge will be 1.7% of the estimated cost of the underground conductor system.

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

**EXPLANATORY NOTES AND OTHER CHARGES**

- (1) The installation of bracket-mounted luminaires in (A) above includes the Company's 40-foot, standard wood poles.
- (a) Wood poles longer than 40 feet, or structures other than standard wood poles, may be installed for an extra monthly charge equal 1.7% of the estimated installed cost difference between the luminaires and structures requested, and equivalent luminaires and standard poles, and such extra charge shall not be less than \$5.35 per month, per pole or other structure.
- (b) The Company's standard metal street lighting pole may be installed for an extra monthly charge of \$5.35 per month, per pole.
- (c) The Company's standard metal mast-arm pole may be installed for an extra monthly charge of \$5.35 plus 1.7% of the estimated installed cost difference between the requested pole and the Company's standard metal street lighting pole, per month, per pole. The standard metal mast-arm pole may be installed without a luminaire for a monthly charge of \$7.10 plus 1.7% of the estimated installed cost difference between the requested pole and the Company's standard metal street lighting pole.
- (d) Standard wood poles and guys may be provided at the same charges as in (3) below when provided solely to support traffic signals.
- (2) Service using overhead conductors is not available in any area designated by the Company as underground distribution area, nor in any area, location, or premises being served from an underground source. There will be no extra charge for underground conductors to luminaires installed in areas where the Company at its own option has determined that underground distribution facilities should be installed.
- (3) For areas outside municipal limits: Location of the luminaire or luminaires in areas outside of municipal limits shall be designated by the Customer but the location must be within the distance which can be reached by a secondary extension from the Company's nearest distribution facilities. Should the number of poles in the secondary extension required to serve the luminaire(s) exceed the number of poles on which bracket-mounted luminaires are installed, a monthly charge of \$1.75 per pole shall be made for such excess number of poles. Should the installation include downguys or spanguys, a charge of \$.60 per month per guy shall be made. When the installation requested requires a primary extension solely to serve the luminaires, an additional monthly charge of 1.7% of the estimated cost of the primary extension will be made.

SCHEDULE PL (SC)  
STREET AND PUBLIC LIGHTING SERVICE

- (4) All facilities necessary for service under this Schedule, including fixtures, lamps, controls, poles, hardware, transformers, conductors, and other appurtenances shall be owned and maintained by the Company.
- (5) Color-improved lamps installed prior to October 1, 2007 are supplied for an extra charge of \$ .70 per lamp per month. For luminaires installed prior to October 1, 2007 there will be no additional charge for color-improved lamps installed as replacements for clear mercury vapor luminaires, nor for color improved lamps installed in new luminaires on or after October 1, 2007.
- (6) When two or more luminaires are installed on the same pole or other structure, the applicable monthly charges for each luminaire other than the first will be reduced \$1.75.
- (7) "Suburban" luminaires are defined as standard NEMA-style fixtures with refractors and vertical-burning lamps. "Urban" luminaires are defined as "cobra-style" fixtures with enclosed refractive or flat lenses and horizontal-burning lamps.
- (8) At the Company's option and upon customer request, a monitoring device which automatically notifies the Company when a luminaire has failed can be installed for an additional charge of \$2.50, per month, per luminaire.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of contract may be from a minimum of three (3) years to a maximum of ten (10) years. Contracts will continue after the original term until terminated by either party on thirty days' written notice. The Customer may amend or terminate the Agreement before the expiration of the initial Contract Period by paying to the Company a sum of money equal to 40% of the monthly bills which otherwise would have been rendered for the remaining term of the initial Contract Period, less the monthly bills for the initial term of contract of any successor customer who has applied for lighting service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero. The Company may require a deposit not to exceed 40% of the revenue for the original term. The deposit will be returned at the end of the original term, provided the Customer has met all provisions of the contract. Minimum term of contract for specific situations shall be:

- (a) Three years for all luminaires designated as standard by the Company and bracket-mounted on standard poles.
- (b) Ten years for all luminaires designated as decorative or nonstandard by the Company, and for all standard luminaires mounted on supports other than standard wood poles, and for primary extensions solely serving the luminaires.

SCHEDULE NL (SC)  
NONSTANDARD LIGHTING SERVICE

AVAILABILITY (South Carolina Only)

Available, at the Company's option, for outdoor lighting applications not offered under one of the Company's standard lighting tariffs which may include new technologies. The type of luminaire(s) and services provided will be included in the contract with the Customer.

RATE:

The monthly rate for this service will be determined as follows:

Monthly Services Payment = Levelized Capital Cost + Expenses+ [Energy per month X 4.3653 ¢ per kWh]

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the time of engineering, design and installation of equipment through the term of the contract, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated capital cash flows shall include installed cost of equipment, contingency allowances, property taxes, salvage value, adjustment to reflect additional supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the generation and equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with working capital, other costs related to the operation and support of the lighting installation, and income tax impacts.

The after tax cost of capital from the Company's most recent general rate case will be used to convert present values to uniform monthly payments.

Energy is the equal to the estimated average kilowatt hours used per month under this agreement.

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rate shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract for Nonstandard Lighting Service from the Company for an original term of five (5) years, after which agreement terminates unless the customer enters into a new five (5) year contract for Nonstandard Lighting Service. In the event of early termination of an Agreement under this program, the Customer may be required to pay the Company a termination fee equal to the net present value of the Monthly Service Fee, less the Energy Charge, for the remainder of the term of the contract. However, if any successor customer has requested service supplied under this schedule prior to the effective date of the termination, the termination charge will be waived or reduced based on the contract of the successor customer.

SCHEDULE TS (SC)  
TRAFFIC SIGNAL SERVICEAVAILABILITY (South Carolina Only)

Available to municipalities in which the Company owns and operates the electric distribution system, and to County, State, and Federal Authorities, in areas served by the Company, for the energy requirements of traffic and safety signal systems wireless communications equipment, and cameras used to monitor traffic.

Power delivered under this Schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at 120/240 volts, single-phase.

RATE:

Basic Facilities Charge, per month	\$ 2.97
For the first 10 kWh used per month, per kWh	1.2258 ¢
For the next 40 kWh used per month, per kWh	18.2415 ¢
For all over 50 kWh used per month, per kWh	7.1294 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

MINIMUM BILL

\$2.97 per month

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of, and be due and payable with, the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year and thereafter until terminated by either party on thirty days' written notice.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE I (SC)  
INDUSTRIAL SERVICEAVAILABILITY (South Carolina Only)

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, or for service in conjunction with Rider NM, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge per month	\$ 19.38
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$ 3.40
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	10.1191 ¢
	For the next 87,000 kWh per month, per kWh	5.4836 ¢
	For all over 90,000 kWh per month, per kWh	4.0960 ¢
	<u>For the Next 275 kWh per kW Billing Demand per Month:</u>	
	For the first 140,000 kWh per month, per kWh	5.4776 ¢
	For the next 60,000 kWh per month, per kWh	5.1397 ¢
	For all over 200,000 kWh per month, per kWh	4.7058 ¢
	<u>For all Over 400 kWh per kW Billing Demand per Month:</u>	
	For the first 1,000,000 kWh per month, per kWh	4.5520 ¢
	For all over 1,000,000 kWh per month, per kWh	4.6501 ¢

**SCHEDULE I (SC)  
INDUSTRIAL SERVICE****RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

**DETERMINATION OF BILLING DEMAND**

A. For establishments served under this schedule where environmental space conditioning is required and all energy for all such conditioning (heating and cooling) is supplied electrically through the same meter as all other energy used in the establishment, the Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 15 kilowatts (kW)

Note: The minimum billing demand for contracts made prior to March 15, 1971, shall be 5 kW until the maximum integrated thirty-minute demand becomes 15 kW, after which the minimum billing demand for such contracts shall be 15 kW. The Company will install a permanent demand meter for all customers meeting the requirements of (A) above.

B. For all other customers served under this schedule, the Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand in the previous 12 months including the month for which the bill is rendered.
2. Fifty percent (50%) of the Contract Demand
3. 30 kilowatts (kW)

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under (B) above.

**MINIMUM BILL**

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

**Monthly**

\$1.48 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

**Annual**

\$28.21 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

**SCHEDULE I (SC)  
INDUSTRIAL SERVICE**

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.



SCHEDULE IT (SC)  
INDUSTRIAL SERVICE, TIME-OF-USEAVAILABILITY (South Carolina Only)

This schedule is cancelled and no longer available after the customer's first meter reading date following the Commission's final order in Docket No. 2009-266-E.

Available only to establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge	\$36.21	
II.	Demand Charge	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
	A. On-Peak Demand Charge per month, per kW	\$ 13.5579	\$ 7.9377
	B. Economy Demand Charge, per kW	\$ 1.0500	\$ 1.0500
II.	Energy Charge		
	A. All On-Peak Energy per month, per kWh	5.4477 ¢	5.4477 ¢
	B. All Off-Peak Energy per month, per kWh	2.7096 ¢	2.7096 ¢

SCHEDULE IT (SC)  
INDUSTRIAL SERVICE, TIME-OF-USERIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	12:00 noon – 10:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

Summer months' rates apply to service from June 1 through September 30. Winter months' apply to service from October 1 through May 31.

CONTRACT DEMAND

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand.

DETERMINATION OF BILLING DEMAND

The On-Peak Billing Demand each month shall be the largest of the following:

- The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
- Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
- 15 kilowatts (kW)

Economy Demand

To determine the Economy Demand, the larger of

The maximum integrated thirty-minute demand during the month for which the bill is rendered; or 50% of the Contract Demand shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

MINIMUM BILL

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.51 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

SCHEDULE IT (SC)  
INDUSTRIAL SERVICE, TIME-OF-USE

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE OPT (SC)  
OPTIONAL POWER SERVICE, TIME-OF-USEAVAILABILITY (South Carolina Only)

Available to the individual customer.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

This Schedule is not available to the individual customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider NM, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company's option; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

I.	Basic Facilities Charge, per month	\$36.21	
II.	Demand Charge	Summer Months	Winter Months
A.	On-Peak Demand Charge per month	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
	For the first 2000 kW of Billing Demand per kW, per month	\$ 13.5579	\$ 7.9377
	For the next 3000 kW of Billing Demand per kW, per month	\$ 12.0270	\$ 6.6123
	For all over 5000 kW of Billing Demand per kW, per month	\$ 9.6947	\$ 4.9067
B.	Economy Demand Charge per month	\$ 1.05	\$ 1.05
III.	Energy Charge		
	The Energy Charge for customers receiving service in establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under “Industrial Service”. The rate for all other customers on this schedule is shown under “General Service”.		
		<u>General Service</u>	<u>Industrial Service</u>
		<u>All Months</u>	<u>All Months</u>
A.	All On-Peak Energy per month, per kWh	5.4497 ¢	5.4477 ¢
B.	All Off-Peak Energy per month, per kWh	2.7116 ¢	2.7096 ¢

RIDERS

SCHEDULE OPT (SC)  
OPTIONAL POWER SERVICE, TIME-OF-USE

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

**ADJUSTMENT FOR FUEL COSTS**

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

**DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS**

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Period Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours.	

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

**CONTRACT DEMAND**

The Company will require contracts to specify the maximum demand to be delivered to the Customer which shall be the Contract Demand.

Where the Customer can restrict on-peak demand to levels considerably below that of the Contract Demand, the Company may also contract for a limited On-Peak Contract Demand in addition to the Contract Demand. The On-Peak Contract Demand is the maximum demand to be delivered to the Customer during the On-Peak Hours of any month.

**DETERMINATION OF BILLING DEMAND**

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The maximum integrated thirty-minute demand during the applicable summer or winter on-peak period during the month for which the bill is rendered.
  2. Fifty percent (50%) of the Contract Demand (or 50% of the On-Peak Contract Demand if such is specified in the contract)
  3. 15 kilowatts (kW)
- B. Economy Demand  
To determine the Economy Demand, the larger of
1. The maximum integrated thirty-minute demand during the month for which the bill is rendered; or
  2. 50% of the Contract Demand
- shall be compared to the On-Peak Billing Demand as determined in A. above. If the demand determined by the larger of B. 1 and B. 2 above exceeds the On-Peak Billing Demand, the difference shall be the Economy Demand.

**MINIMUM BILL**

The minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the sum of the On-Peak Demand Charge and the Economy Demand Charge shall not be less than \$1.51 per month per kW of Contract Demand. If the Customer's measured demand exceeds the Contract Demand, the Company may at any time establish the minimum based on the maximum integrated demand in the previous twelve months including the month for which the bill is rendered.

SCHEDULE OPT (SC)  
OPTIONAL POWER SERVICE, TIME-OF-USE

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and shall automatically renew thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE HP (SC)  
HOURLY PRICING FOR INCREMENTAL LOAD

**AVAILABILITY (South Carolina Only)**

Available to non-residential establishments with a minimum Contract Demand of 1000 KW who qualify for service under the Company's rate schedules LGS, I, OPT, or PG, at the Company's option on a voluntary basis. The maximum number of customers on the system to be served under this schedule is one hundred fifty (150).

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available for a customer who qualifies for a residential schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

The Company may cancel this schedule at any time it deems necessary.

**TYPE OF SERVICE**

The Company will furnish 60 Hertz service through one meter, at one delivery point at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or

3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or

3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

**BILL DETERMINATION**

The monthly bill under this schedule shall be the sum of the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge (if applicable), Energy Charge, and Power Factor Charge (if applicable)

Where: Baseline Charge = \$ amount calculated from CBL

Rationing Charge = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Rationing Charge]

Incremental Demand Charge = Incremental Demand kW X \$ .25 per kW

Standby Charge = (see Provision for Customers Operating in Parallel with the Company)

Energy Charge = (a) + (b)

Power Factor Charge = (see Power Factor Adjustment)

Where:

(a) = Sum of [(New Load kWh per hour – Reduced Load kWh per hour) X Hourly Energy Charge]

(b) = Net New Load kWh X .5 Cents per kWh Incentive Margin, but not less than zero.

SCHEDULE HP (SC)  
HOURLY PRICING FOR INCREMENTAL LOAD

**DEFINITIONS**

**Customer Baseline Load (CBL):** The CBL (kWh per hour) is one full year (365 days) of the individual customer's hourly loads representing the customer's energy use and load pattern on the applicable qualifying rate schedule. The CBL, as agreed to by the Customer and the Company, is used to define the level of kWh in each hour, above which all kWh will be billed at the hourly energy prices described under Schedule HP.

**Baseline Contract Demand:** The maximum monthly billing demand of the CBL.

**New Load:** New Load (kWh per hour) is the amount by which actual kWh in any hour exceeds the CBL kWh for the same hour.

**Reduced Load:** Reduced Load (kWh per hour) is the amount by which actual kWh in any hour is less than the CBL kWh for the same hour.

**Net New Load:** Net New Load (kWh per month) is the sum of New Load kWh per hour during the month less the sum of Reduced Load kWh per hour during the month.

**Incremental Demand:** The Incremental Demand for local distribution facilities (kW per month) is the amount by which the maximum integrated 30-minute demand during the month for which the bill is rendered exceeds billing demand used in determining the baseline charge for the same period.

**Month:** The term "month" as used in the Schedule means the period intervening between readings of electronic pulse data for the purpose of monthly billings. Such data will be collected each month at intervals of approximately thirty (30) days.

**Contract Demand:** The Company will require contracts to specify a Contract Demand which will be the maximum demand to be delivered under normal conditions.

**RATE:**

**Baseline Charge:** The Baseline Charge (\$/month) is determined each month by calculating a bill on the current revision of the customer's qualifying rate schedule using Customer Baseline Load for the month to arrive at the appropriate monthly demand and energy amounts. Provisions of the qualifying rate schedule, including Determination of Billing Demand, Adjustment for Fuel Cost, applicable Riders, Extra Facilities Charge, Interconnection Facilities Charge, etc. will apply to the bill calculation used to determine the Baseline Charge.

**Rationing Charge:** The Rationing Charge (¢/kWh) consists of a generation component and/or a transmission component and/or a distribution component and will be determined on an hourly basis during the month. The generation component applies to any hour of the month when low reserve margins for available generation are expected to require the operation of combustion turbines. The transmission and/or distribution component applies to any hour during the billing month when the system demand is expected to exceed 90 percent of the forecasted summer peak demand. The transmission component applies to customers served from the transmission system. Both the transmission and distribution components apply to customers served from the distribution system. If none of the above conditions occur during the month, the Rationing Charge will be zero. The Rationing Charge will be communicated as described in Energy Price Determination.

**Incremental Demand Charge:** \$ .25 per kW per month

**Energy Charge:** The Energy Charge (¢/kWh) is the hourly charge equal to expected marginal production cost including line losses, and other directly-related costs. The Energy Charge will be communicated as described in Energy Price Determination.

**Incentive Margin:** .5¢ per kWh which is applied to Net New Load, but shall not be less than zero.

**RIDERS**

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

South Carolina Ninth Revised Leaf No. 54  
Effective for service on and after February 1, 2010  
PSCSC Docket No. 2009-226-E, Order No. 2010-79



SCHEDULE HP (SC)  
HOURLY PRICING FOR INCREMENTAL LOAD

ADJUSTMENT FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under the Schedule, used in determination of the Baseline Charge.

MINIMUM BILL

The Minimum Bill will be calculated on an annual basis and will be the Baseline Charge, Rationing Charge, Incremental Demand Charge, Standby Charge and Energy Charge summed over the year. The total for the year of CBL Demand Charges plus Standby Charges plus Incremental Demand Charges plus the Incentive Margin applied to Net New Load, shall not be less than the total of \$18.12 per kW per year of Baseline Contract Demand plus \$3.00 per kW per year multiplied by the difference between Contract Demand and Baseline Contract Demand.

DETERMINATION OF PRICING PERIODS

Each hour of the day is a distinct pricing period. The initial pricing period of the day is a one-hour period beginning at 12:00:01 a.m. and ending at 1:00:00 a.m. The last pricing hour of the day begins at 11:00:01 p.m. and ends at 12:00 midnight.

ENERGY PRICE DETERMINATION

Each business day by 4:00 p.m., the hourly Energy Charges, and Rationing Charges, if applicable, for the 24 hours of the following day will be communicated to the Customer. Prices for weekends and Company holidays will be communicated to the Customer by 4:00 p.m. on the last business day before the weekend or holiday. The customer is responsible for notifying the company if he fails to receive the price information.

PROVISION FOR CUSTOMERS OPERATING IN PARALLEL WITH THE COMPANY

If a customer has power generating facilities operated in parallel with the Company and the Baseline Charge is not calculated under Schedule PG, the Standby Charge, along with the paragraphs, Determination of Standby Charges and Interconnection Facilities Charge shall be applicable to service under this schedule. The Incremental Demand Charge does not apply to any incremental demand that is less than Standby Demand

PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

For customers served under Rider IS, the Interruptible Contract Demand shall be the same as that contracted for during the baseline period. Further, the calculation of the Effective Interruptible Demand (EID) each month will exclude all energy consumed above the CBL. The Rationing Charge will not apply to reduced load above Firm Contract Demand during the hours of interruption periods.

PROVISION FOR CUSTOMERS SERVED UNDER RIDER PS

For customers served under PowerShare, Rider PS, the Maximum Curtailable Demand shall be the same as that contracted for during the baseline period and the PowerShare Firm Demand must be at least 200 kW less than the Customer Baseline (CBL). Further, the calculation of the Effective Curtailable Demand (ECD) each month will exclude all energy consumed above the CBL. The PowerShare Curtailed Energy Credit will apply to only the load curtailed between the Firm Demand and the smaller of the Forecasted Demand and the CBL, provided the Forecasted Demand is greater than the Firm Demand. The Hourly Energy Charge and Hourly Rationing Charge will not apply to HP Reduced Load above the PowerShare Firm Demand during a Curtailment Period.

POWER FACTOR ADJUSTMENT

The Company will adjust, for power factor, the kWh for any customer operating in parallel, and may adjust the kWh for any other customer served under this schedule. The power factor adjustment may result in a Power Factor Charge, if applicable, as follows:

Power Factor Charge = Sum of Hourly Load Correction Amounts for all hours in the billing period, but not less than zero,

Where:

Hourly Load Correction Amount = Hourly Load Correction kWh X Hourly Price

Hourly Load Correction kWh = [total hourly kWh X (.85 ÷ hourly power factor)] – total hourly kWh

SCHEDULE HP (SC)  
HOURLY PRICING FOR INCREMENTAL LOAD

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule HP but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

MODIFICATIONS OF THE CBL

The CBL will normally represent a full year under the same rate design or structure, and may be reestablished every four years. Modifications to the CBL may be allowed at the option of the Company under certain situations. These situations may include, but are not limited to, the following:

- Adjustments of load patterns associated with annual plant shutdowns, or to smooth random variations in the load pattern, provided the modifications result in revenue neutrality
- One-time permanent modifications to the physical establishment capacity completed prior to initiating service on this schedule
- Adjustments to reflect any Company-sponsored load management program

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity under this schedule for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE PG (SC)  
PARALLEL GENERATIONAVAILABILITY (South Carolina Only)

Available only to non-residential establishments which have generating facilities not in excess of eighty (80) megawatts which are interconnected with the Company's system.

Service under this Schedule shall be used solely by the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise.

The Customer's interconnected power generating facilities may be operated in parallel with the Company's system. Power delivered under this schedule shall not be used for resale or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Power Company, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages where available, upon mutual agreement:

- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

		<u>Interconnected To</u>	
		<u>Transmission System</u>	<u>Distribution System</u>
<b>CHARGES</b>			
I.	Customer Charge per month:	\$ 50.35	\$ 50.35
II.	On-Peak Demand Charge per On-Peak month, per kW	\$ 12.40	\$ 14.77
III.	Energy Charge		
	The Energy Charge for customers receiving service in establishments classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under "Industrial Service". The rate for all other customers on this schedule is shown under "General Service."		
	<u>General Service</u>		
	a. All On-Peak Energy per month, per kWh	3.6168 ¢	3.6836 ¢
	b. All Off-Peak Energy per month, per kWh	3.4356 ¢	3.5026 ¢
	<u>Industrial Service</u>		
	a. All On-Peak Energy per month, per kWh	3.6148 ¢	3.6816 ¢
	b. All Off-Peak Energy per month, per kWh	3.4336 ¢	3.5006 ¢
IV.	Standby Charge per month, per kW	\$ 1.0127	\$ 1.0127

CREDITS

Credits for excess energy supplied to the Company will be provided at the rates in Schedule PP (SC).

SCHEDULE PG (SC)  
PARALLEL GENERATION

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh Charges shown above to determine the monthly bill. These riders do not apply to the Credits.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENTS FOR FUEL COSTS

The Company's Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under, this Schedule.

SALES TAX AND MUNICIPAL FEES

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

DETERMINATION OF ON-PEAK AND OFF-PEAK PERIODS

On-Peak Period Hours	7:00 a.m. - 11:00 p.m. Monday – Friday
Off-Peak Period Hours	All other weekday hours and all Saturday and Sunday hours

DEFINITION OF "MONTH"

The term "month" as used in this Schedule means the period of time between meter readings for the purpose of monthly billings. Readings are taken once a month at intervals of approximately thirty (30) days.

On-Peak Months	Billing Months of December, January, February, March, June, July, August, September
Off-Peak Months	Billing Months of April, May, October, November

CONTRACT DEMAND

The Company will require contracts to specify a Contract Demand. The Contract Demand shall be the maximum demand to be delivered under normal conditions to the Customer during the on-peak periods of the On-peak Billing months of December through March and June through September.

DETERMINATION OF DEMAND CHARGES

The On-Peak Demand for billing purposes shall be the largest of the following:

1. The maximum integrated thirty-minute demand during the on-peak period during the On-Peak month for which the bill is rendered.
2. Seventy-five percent (75%) of the Contract Demand
3. 30 kilowatts (kW)

Demand charges are applicable for the billing months of December through March and June through September. Demand charges do not apply in the billing months of October, November, April, or May.

DETERMINATION OF STANDBY CHARGE

The Company will require each customer who supplies any portion of his electrical requirements by his generating facilities to contract for standby, auxiliary, or breakdown service. For billing purposes the Standby kW will be based on the nameplate capacity in kilowatts of the Customer's generating facility.

However, at the option of the Customer, additional metering facilities will be installed and for billing purposes, the Standby kW will be based on the Customer's maximum integrated thirty-minute demand which has been supplied by the Customer's generating facilities during the previous twelve months, including the month for which the bill is rendered. If additional metering facilities are installed, they will be subject to a monthly Extra Facilities Charge.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

SCHEDULE PG (SC)  
PARALLEL GENERATION

The Company will furnish, install, own, and maintain interconnection facilities necessary for service under this Schedule including:

- suitable control and protective devices installed on the Company's equipment to allow operation of the Customer's generating facilities;
- metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and
- any other modification to its system required to serve the Customer under this Schedule as required by the Company.

All such interconnection facilities in excess of those required in the absence of the Customer's generating facilities to provide capacity at the level of the Contract Demand shall be subject to a monthly charge under the Extra Facilities provision of the Company's Service Regulations. The Company reserves the right to install, at any time, facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

DETERMINATION OF DEMAND CREDITS (See Rate Paragraph for applicability)

Demand credits will be based on the maximum thirty-minute integrated demand which is continuously supplied to the Company during the on-peak periods of the months of June through September and December through March, and will be applied to the Customer's bill in the appropriate month.

POWER FACTOR CORRECTION

When the average monthly power factor of the power required by the Customer from the Company is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the maximum integrated on-peak demand in kilowatts or the energy in kilowatt-hours, as appropriate.

The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

MINIMUM BILL

The minimum monthly bill shall be calculated on the Rate above including the Customer Charge, On-Peak Demand Charge, Energy Charge, Standby Charge, etc., but the Demand Charge component billed during the On-Peak months shall be based on not less than 75% of the Contract Demand. If the Customer's demand measured during normal operating conditions exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered.

PAYMENT

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

Credit billings to the Customer will be credited to the Customer's account, or, at the option of the Customer and upon ten (10) days' prior written notice, shall be payable to the Customer within fifteen (15) days of the date of the bill.

CONTRACT PERIOD

Each customer shall enter into a contract for a minimum original term of five (5) years and thereafter until terminated by giving at least thirty (30) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates his generating facilities in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for the costs due to such early cancellation.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE EV-X (SC)  
ELECTRIC VEHICLE SERVICE  
(Pilot)

AVAILABILITY (South Carolina Only)

This schedule is cancelled and no longer available after February 1, 2010

SCHEDULE DIV (SC)  
INDUSTRIAL DIVERSITY

AVAILABILITY (South Carolina Only)

This schedule is cancelled and no longer available after February 1, 2010

SCHEDULE MP (SC)  
MULTIPLE PREMISES SERVICE  
(Pilot)

AVAILABILITY

This schedule is closed and not available to customers not served on this Schedule prior to February 1, 2010 and shall remain in effect for both new and existing locations of customers under continually effective agreements for this Schedule made prior to February 1, 2010.

Available, at the Company's option, to up to twenty business entities on the Duke system for service to two or more non-contiguous premises, located entirely within the state of South Carolina, provided that the total of the contract demands for all premises served under this schedule is at least 5000 kW, and provided that each delivery point has a minimum contract demand of 30 kW. A business entity is defined as a single corporation, partnership, or individual owner. This schedule is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The Company will make the final determination as to what constitutes a business entity and applicable premises to be served under this schedule.

Service under this schedule is not available when multiple delivery points exist on contiguous premises unless such multiple delivery points are combined under the Extra Facilities provision of the Company's Service Regulations. For the purposes of this rate, premises is defined as the land and buildings or other facilities on it that require the use of electricity. The customer will not be required to include a delivery point with other services provided to the premises, if the service has a contract demand of less than 30 kW. Service to such delivery points will be served under another applicable schedule.

This Schedule is not available to establishments that would otherwise qualify for a residential service schedule. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights of way, privileges, franchises, permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed, or is prevented from furnishing the power by its failure to secure and retain such rights of way, rights, privileges, franchises, and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

Single-phase, 120/240 volts; or  
3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or  
3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or  
3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or  
3-phase voltages other than those listed above may be available at the Company's option if the size of the Customer's contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE:

	<u>Transmission</u>	<u>Distribution</u>
I. Basic Facilities Charge per month	\$36.21	\$36.21
II. Demand Charge		
	<u>Summer Months</u>	<u>Winter Months</u>
	<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
A. On-Peak Demand Charge		
Transmission Level Billing Demand, per kW	\$ 11.96	\$ 6.81
Distribution Level Billing Demand, per kW	\$ 12.96	\$ 7.81
B. Excess Demand Charge		
Each KW of the Excess Demand, per kW	\$ 1.05	\$ 1.05



SCHEDULE MP (SC)  
MULTIPLE PREMISES SERVICE  
(Pilot)

## III. Energy Charges

The Energy Charge for customers receiving service in establishments classified as “Manufacturing Industries” by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes is shown below under “Industrial Service”. The rate for all other customers on this schedule is shown under “General Service”.

	<u>General Service</u>	<u>Industrial Service</u>
	<u>All Months</u>	<u>All Months</u>
A. On-Peak energy per month, per kW	5.4497 ¢	5.4477 ¢
B. Off-Peak energy per month, per kW	2.7116 ¢	2.7096 ¢

RIDERS

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 62	Energy Efficiency Rider
Leaf No. 65	Demand Side Management Revenue Credit Adjustment Rider
Leaf No. 69	Pension Costs Rider
Leaf No. 74	Nuclear Insurance Reserve Rider
Leaf No. 77	Coal Inventory Rider

ADJUSTMENT FOR FUEL COSTS

The Company’s Adjustment for Fuel Costs is incorporated as a part of, and will apply to all service supplied under this Schedule.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

	Summer Months <u>June 1 – September 30</u>	Winter Months <u>October 1 – May 31</u>
On-Peak Hours	1:00 p.m. – 9:00 p.m. Monday – Friday	6:00 a.m. – 1:00 p.m. Monday - Friday
Off-Peak Hours	All other weekday hours and all Saturday and Sunday hours.	

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule.
  2. Fifty percent (50%) of the Premises Contract Demand
  3. 30 kW

Transmission Level Billing Demand applies to a delivery point served from the Company’s 44 kV system or above, provided that the delivery voltage is a minimum of 4 kV for initial permanent service to a premises. Distribution Level Billing Demand applies to all other premises served under this schedule.

When the 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule cannot be determined due to either commencement of service at a premises after the beginning of the billing period, or cessation of service at a premises prior to the end of the normal billing period, then the highest 30-minute integrated demand for the premises during the on-peak period served for that month will be used in (A.1) above.

## B. Excess Demand

To determine the Excess Demand, the maximum integrated thirty-minute demand for the month for which the bill is rendered shall be compared to the On-Peak Billing Demand as determined in (A.) above. The difference shall be the Excess Demand for billing purposes.

**SCHEDULE MP (SC)  
MULTIPLE PREMISES SERVICE  
(Pilot)**

**BILLING PROCEDURES**

The Company will calculate a separate charge for each premises served under this schedule. Each premises will be billed a Basic Facilities Charge, Demand Charge, Energy Charge, and if applicable, Extra Facilities Charges, and Remote Metering Charges. Any applicable sales tax or other fee assessed by or remitted to a state or local governmental authority will be added to the charge for each premises. The total of the bills calculated for each premises will be provided to the Customer.

**CONTRACT DEMAND**

The Company will require contracts for each premises to specify a Premises Contract Demand. The Premises Contract Demand shall be the maximum demand to be delivered to each premises under normal conditions. The sum of the Premises Contract Demands for each premises served under this schedule shall be known as the Total Multiple Premises Contract Demand and shall not be less than 5000 kW.

**METERING AND OTHER EQUIPMENT**

Service supplied under this schedule will be metered through a metering system capable of measuring electrical demand and energy at all hours each day. For billing purposes, demand and energy will be determined from electronic pulse data, in lieu of readings taken from a standard meter.

If an individual premise to be served has a contract demand of 5000 kW or greater, no additional metering charges are applicable; however, if the contract demand is less than 5000 kW, remote metering charges in accordance with the Company's Remote Meter Reading and Usage Data Service will apply.

The Company shall have the right to install special metering and load research devices on the Customer's equipment, and the right to use the Customer's telephone line for communication with the Company's and the Customer's equipment.

**DEFINITION OF "MONTH"**

The term "month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken each month at intervals of approximately thirty (30) days.

Summer hours and rates are applicable for service from June 1 through September 30. Winter hours and rates are applicable for service from October 1 through May 31.

**MINIMUM BILL**

The minimum bill shall be the bill for each premises calculated on the rate above.

**POWER FACTOR CORRECTION**

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

**SALES TAX AND MUNICIPAL FEES**

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local government authority will be added to the charges determined above.

**PAYMENT**

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 1/2%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

SCHEDULE MP (SC)  
MULTIPLE PREMISES SERVICE  
(Pilot)

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. Each customer served under this pilot shall enter a contract to be served under this schedule for a minimum of one (1) year. The Company reserves the right to terminate service supplied under this schedule for any violation of the terms and conditions of this schedule.

If the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

RIDER EE (SC)  
ENERGY EFFICIENCY RIDER

APPLICABILITY (South Carolina Only)

Service supplied under the Company's rate schedules is subject to approved energy efficiency adjustments over or under the Rate set forth in the approved rate schedules for energy efficiency programs approved by the Public Service Commission of South Carolina (PSCSC).

GENERAL PROVISIONS

This Rider will recover the cost of Duke Energy Carolinas' Save-a-Watt ("SAW") energy efficiency and demand-side management programs, using the method approved by the PSCSC, for programs implemented over a 4 year period (*i.e.*, comprising four 12-month program years or "Vintage Years"). In each year this Rider will include components to recover revenue requirements related to demand-side management and energy efficiency programs implemented in that vintage, as well as lost revenues resulting from the energy efficiency programs. Lost revenues associated with each vintage will be recovered for 36 months upon implementation. As a result the Rider will continue beyond the 4 year period to fully recover lost revenues for programs in years 3 and 4.

Revenue requirements for SAW demand-side management programs will be determined on a system basis and allocated to South Carolina retail customers based on the class contribution to system retail peak demand. Revenue requirements for SAW energy efficiency programs will be determined on a system basis and allocated to all South Carolina retail customer classes based on SC retail contribution to system retail sales. Residential customers will pay for the allocated cost of residential programs; non-residential customers will pay for the allocated cost of non-residential programs.

The Rider will recover the cost of Duke Energy Carolinas' Interruptible Service and Stand-By Generator programs ("Existing DSM Programs") based on the cost of bill credits and amounts paid to customers participating on these programs ("Program Costs"). Revenue requirements will be determined on a system basis and allocated to SC retail customer classes based on the class contribution to system peak demand.

All allocation factors will be based on the Company's cost of service study and will exclude the amounts related to customers that elect to opt out of this Rider.

TRUE-UP PROVISIONS

Rider amounts for SAW programs will initially be determined based on estimated kW and kWh impacts related to expected customer participation in the programs, and will be trued-up as actual customer participation and actual kw and kwh impacts are verified.

Participation true-ups: After the first year, the Rider will include a true-up of previous Rider amounts billed to reflect actual customer participation in the programs.

Measurement and verification true-up: EM&V activities and results will be included in a mid-term EM&V-based true-up process that will be reflected in Vintage Year 3 Rider EE collections. A final EM&V true-up reflected in Vintage Year 6 Rider EE collections will incorporate all EM&V studies completed since the mid-term EM&V true-up. EM&V results will include measure-level savings adjustments and net-to-gross analysis. In addition, the mid-term and final true-ups will incorporate the most recent EM&V results in the avoided cost true-up, the lost revenue true-up, and the earnings cap true-up.

Earnings cap true-up: In the sixth year a true up will be billed, if applicable, to refund amounts collected through the Rider in excess of the earnings cap, in accordance with the following levels of achievement and allowed return on investment.

<u>Percentage Actual Target Achievement</u>	<u>Return on Investment Cap on Program Costs</u>
	<u>Percentage</u>
>=90%	15%
80% to 89%	12%
60% to 79%	9%
< 60%	5%

Rider amounts for Existing DSM Programs initially will be estimated program costs for the calendar year and will be trued-up to actual a subsequent rider.

RIDER EE (SC)  
ENERGY EFFICIENCY RIDERDETERMINATION OF ENERGY EFFICIENCY RIDER ADJUSTMENT

Energy Efficiency Adjustments (EEA) will be applied to the energy (kilowatt hours) billed of all rate schedules for each vintage as determined by the following formula:

EEA Residential (expressed as cents per kwh) = SAW Residential Adjustment + Existing DSM Residential Adjustment

SAW Residential Adjustment = Residential Avoided Cost Revenue Requirement + Residential Lost Revenues / Forecasted Residential kWh Sales for the Rider billing period

Where

Residential Avoided Cost Revenue Requirement = (Residential Demand Side Management Program Avoided Cost Revenue Requirement X 75%) + (Residential Energy Efficiency Program Avoided Cost Revenue Requirement X 55%)

And

Existing DSM Residential Adjustment = Non-SAW Residential Program Costs / Forecasted Residential kWh Sales for the Rider billing period

EEA Non-residential (expressed as cents per kwh) = SAW Non-residential Adjustment + Existing DSM Non-residential Adjustment

SAW Non-residential Adjustment = Non-residential Avoided Cost Revenue Requirement + Non-residential Lost Revenues / Forecasted Non-residential kWh Sales (excluding opt out sales) for the Rider billing period

Where

Non-residential Avoided Cost Revenue Requirement = (Non-residential Demand Side Management Program Avoided Cost Revenue Requirement X 75%) + (Non-residential Energy Efficiency Program Avoided Cost Revenue Requirement X 55%)

And

Existing DSM Non-residential Adjustment = Non-SAW Non-residential Program Costs / Forecasted Non-residential kWh Sales (excluding opt out sales) for the Rider billing period

ENERGY EFFICIENCY RIDER ADJUSTMENTS (EEA)

As a result of the Commission's Order No. 2010-79 in Docket No. 2009-226-E, the EEA applicable to the residential and nonresidential rate schedules for the period February 1, 2010 through December 31, 2010, including revenue-related taxes and utility assessments, are as follows:

<u>Residential</u>	<u>Nonresidential</u>	
0.1736 ¢ per kWh	Energy Efficiency	0.0195¢ per kWh
	Demand-Side Management	0.0360¢ per kWh

OPT OUT PROVISION FOR QUALIFYING MANUFACTURING CUSTOMERS

The Nonresidential EEA increment applicable to energy efficiency programs and/or demand-side management programs will not be applied to the energy billed to the Customer under the applicable nonresidential rate schedule for Customers qualified to opt out of the programs where:

- The Customer attests or certifies to the Company that it has performed or had performed for it an energy audit or analysis within the three year period preceding the opt out request and has implemented or has plans for implementing the cost-effective energy efficiency measures recommended in that audit or analysis; and
- The Customer is served under an electric service agreement where the establishment is classified as a "manufacturing industry" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric energy consumption of such establishment is used for its manufacturing processes.

For Customers who elect to opt out of Energy Efficiency Programs, the following provisions also apply:

- Qualifying customers may opt out of the Company's energy efficiency programs each calendar year only during an annual two month enrollment period beginning January 1 and concluding March 1.
- Customers may not opt out of individual energy efficiency programs offered by the Company. The choice to opt out applies to the Company's entire portfolio of energy efficiency programs.
- If a customer participates in any vintage of energy efficiency programs, the customer, irrespective of future opt-out decisions, remains obligated to pay the remaining portion of the lost revenues for each vintage of efficiency programs in which the customer participated.

RIDER EE (SC)  
ENERGY EFFICIENCY RIDER

For Customers who elect to opt out of Demand Side Management Programs, the following provisions also apply:

- Qualifying customers may make a one-time election for the 4 year plan to opt out of the Company's demand-side management programs within 60 days after the effective date of new rates and charges approved by the PSCSC in Docket No. 2009-226-E.
- If a customer elects to participate in a demand-side management program, the customer may not subsequently choose to opt out of the program for the remaining term of the 4 year plan.

## DEMAND SIDE MANAGEMENT REVENUE CREDIT ADJUSTMENT RIDER (SC)

APPLICABILITY (South Carolina Only)

All service supplied under the Company's rate schedules is subject to a decrement per kilowatt hour as set forth below. This decrement is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

This Rider is effective February 1, 2010 and will expire when the deferral account balance reaches zero

Applicable Rate SchedulesRESIDENTIAL SERVICE

Schedules RS, RE, ES, RT, RB WC

Cents per kWh per month

-0.1466 ¢

GENERAL SERVICE

Schedules SGS, LGS, BC, OPT, HP, PG, MP, G, GA, GB

-0.1705 ¢

LIGHTING and TRAFFIC SIGNAL SERVICE

Schedules FL, GL, OL, PL, NL, TS

-0.0570 ¢

INDUSTRIAL SERVICE

Schedules I, OPT, HP, PG, MP, GB, IT

-0.2650 ¢

PENSIONS COSTS RIDER (SC)

APPLICABILITY (South Carolina Only)

All service supplied under the Company's rate schedules is subject to an increment per kilowatt hour as set forth below. This increment is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

Effective for service rendered on and after February 1, 2010 the applicable kilowatt hour rider increment including revenue-related taxes and regulatory fees is 0.0166¢ per kilowatt hour.



RIDER PM (SC)  
POWER MANAGER LOAD CONTROL SERVICEAVAILABILITY (South Carolina only)

Available to individually-metered residential customers receiving concurrent service from the Company on Schedule RS, RE, RB or ES, who are not served under Rider NM.

This Rider is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. This Rider is available for control of electric central air conditioning (cooling) systems where the following requirements are met:

1. The Customer must agree to control of all central air conditioning installed in the residence.
2. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.
3. Neither the Customer nor his agent shall disconnect or otherwise interfere with the Company's equipment required to control the Customer's air conditioning system.
4. The Customer shall immediately notify the Company of the removal or damage to the Customer's equipment or the remote control unit.

INTERRUPTION PERIODS

The Company shall have the right to interrupt service to the Customer's central air conditioning (cooling) systems at any time the Company has capacity problems, including generation, transmission or distribution capacity problems or reactive power problems.

In addition, the Company shall have the right to intermittently interrupt (cycle) service to the Customer's central electric air conditioning (cooling) systems. The Company will restrict its operation of the load control devices so that during the eighteen (18) hour period from 6:00 a.m. to 12 midnight, the total duration of cycling interruption shall not exceed ten (10) hours.

The Company, at its sole discretion, may limit requests for curtailment to geographic regions for valid reasons.

The Company reserves the right to test the function of these load control provisions at any time.

CREDITS FOR LOAD CONTROL

Payments will be made to the Customer as a billing credit as follows:

<u>Billing Month</u>	<u>Credit</u>
July – October	\$ 8.00 per month

The total credits on any monthly bill shall not exceed 35% of the current monthly bill calculated on the appropriate rate schedule exclusive of such credits. In addition, the monthly bill shall not be less than the Basic Facilities Charge for the applicable schedule.

INSTALLATION FEE

Service under this Rider requires a circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for load control service	No charge
Additional wiring for air conditioning service	\$35.00

The Company will not be required to install additional wiring for the charge listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

CONTRACT PERIOD

The Company offers a contract for customers allowing load control for an initial term of one year and thereafter until terminated by either party on thirty days' written notice. The Company reserves the right to terminate the Customer's contract under this Rider at any time upon notice to the Customer for violation of any of the terms or conditions of the applicable schedule or this Rider. If within the first year, the Customer wishes to discontinue load control service the Customer will pay a \$25.00 service charge.

## NUCLEAR INSURANCE RESERVE RIDER (SC)

APPLICABILITY (South Carolina Only)

All service supplied under the Company's rate schedules is subject to a decrement per kilowatt hour as set forth below. This decrement is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

Effective for service rendered on and after February 1, 2010, the applicable kilowatt hour rider decrements, which include revenue-related taxes and regulatory fees, are as follows:

<u>Applicable Rate Schedules</u>	<u>Cents per kWh per month</u>
<u>RESIDENTIAL SERVICE</u> Schedules RS, RE, ES, RT, RB WC	-0.0787 ¢
<u>GENERAL SERVICE</u> Schedules SGS, LGS, BC, OPT, HP, PG, MP, G, GA, GB	-0.0393 ¢
<u>LIGHTING and TRAFFIC SIGNAL SERVICE</u> Schedules FL, GL, OL, PL, NL, TS	-0.0008 ¢
<u>INDUSTRIAL SERVICE</u> Schedules I, OPT , HP, PG, MP, GB, IT	-0.0620 ¢

COAL INVENTORY RIDER (SC)

APPLICABILITY (South Carolina Only)

All service supplied under the Company's rate schedules is subject to an increment per kilowatt hour as set forth below. This increment is not included in the Rate Schedules of the Company and therefore, must be applied to the bill as calculated under the applicable rate.

Effective for service rendered on and after February 1, 2010 the applicable kilowatt hour rider increment including revenue-related taxes and regulatory fees is 0.0141¢ per kilowatt hour.

RIDER PS (SC)  
POWERSHARE NON-RESIDENTIAL LOAD CURTAILMENT

## AVAILABILITY (South Carolina only)

Available on a limited and voluntary basis, at the Company's option to nonresidential customers receiving concurrent service from the Company on Schedule LGS, I, OPT, MP and HP however, customers on Schedule HP are eligible only for the Mandatory Curtailment Option. The Company shall limit the acceptance of contracts under the Mandatory Curtailment and Generator Curtailment Option to a collective total of 1,500,000 KW of Maximum Curtailable Demand on the Company's system.

## GENERAL PROVISIONS

Under this Rider the Customer receives credits when, at the Company's request, the Customer agrees to reduce and maintain his load to a level specified in the individual contract, or as nominated on a per event basis, or transfers load to a standby generator, under one of the curtailment options below. The provisions of this Rider apply in addition to the stated provisions of the Customer's rate schedule.

Service under the Mandatory or Voluntary options of this Rider will not begin until, or unless the Company has satisfactory interval load data for the purposes of establishing the Forecasted Demand.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for curtailment.

## DEFINITIONS

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company shall be required to supply to the Customer.

Maximum Curtailable Demand: The Maximum Curtailable Demand of not more than 50,000 KW is either (a) that portion of the Contract Demand which the Company will supply to the Customer at all times except during Curtailment Periods under the Mandatory or Voluntary Curtailment Option or (b) the capacity the Customer agrees to transfer from the Company's source to the standby generator during Curtailment Periods under the Generator Curtailment Option. The customer will be required to curtail at least 200 kW during Curtailment Periods under the Mandatory or Voluntary Curtailment Option. The customer will be required to transfer at least 200 kW during Curtailment Periods and Tests under the Generator Option

Firm Demand: The Firm Demand is that portion of the Contract Demand which the Company will supply to the Customer without limitation on periods of availability under the Mandatory or Voluntary Curtailment Option, and is the same value all months of the year. For customers served on Schedule HP, the Firm Demand must be less than the Customer Baseline (CBL).

Forecasted Demand: The Forecasted Demand is the kW per hour which the customer would be expected to register absent a Curtailment Period and is used to determine the Energy Credits applicable under the Mandatory or Voluntary Curtailment Option.

Curtailment Period: A Curtailment Period is that interval of time, initiated and terminated by the Company, (a) during which the participating customer will require service at no more than the Firm Demand under the Mandatory or Voluntary Curtailment Option, or (b) during which the Customer is requested to offset load from the Company's source by transferring load to the Customer's engine/generator unit under the Generator Curtailment Option.

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which curtailment under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing monthly credits is defined as follows:

Summer Months of June through September  
1:00 p.m. to 9:00 p.m., Monday through Friday

Winter Months of October through May  
6:00 a.m. to 1:00 p.m., Monday through Friday

RIDER PS (SC)  
POWERSHARE NON-RESIDENTIAL LOAD CURTAILMENT

## MANDATORY CURTAILMENT OPTION

## GENERAL PROVISIONS

Contracts for Mandatory Curtailment service will be accepted by the Company for not more than 50,000 KW of Maximum Curtailable Demand. The Company's request to curtail service under this option may be at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons.

Under this option the customer agrees to reduce and maintain load to the Firm Demand specified in the contract. Customers served under the Mandatory Curtailment Option may also contract for service under the Voluntary Curtailment Option, but may not contract under the Generator Curtailment Option.

The Company reserves the right to test the provisions of this Rider twice per year, and shall give advance notice of any test to customers served under this Rider.

## TRANSITION PROVISION

Customers served under Rider IS on June 1, 2009 are eligible to enter into a new contract for Rider PS, Mandatory Curtailment Option, on or before June 1, 2010 with an original term not less than three (3) years and under which the capacity credits will remain at the level approved effective June 1, 2009 through May 31, 2013. Effective June 1, 2013, contracts entered into under the foregoing provision will automatically renew annually until terminated as outlined herein; however, the capacity credits will be the approved credits in effect on June 1, 2013 and thereafter be subject to change as approved by the South Carolina Utilities Commission.

## RATE

Facilities Fee                      \$ 40.00 per month

## Credits\*

## 1. Capacity Credit

Each month, a determination of the curtailable capacity available to the Company during the Exposure Period will be made in order to compute a credit under the Mandatory Curtailment Option. The resulting amount will be the Effective Curtailable Demand (ECD) and shall not be less than zero. The monthly Capacity Credit is equal to the  $ECD \times \$3.50/kW$ .

## 2. Energy Credit

During any month when curtailment is requested, the Customer will also receive an energy credit of \$.10 per kWh for the energy curtailed between the Firm Demand and the Forecasted Demand during a Curtailment Period.

\* HP customers see Schedule HP, Provision For Customers Served Under Rider PS

## Penalty and Penalty Computation

If the Customer fails to reduce and maintain load at, or below the Firm Demand during any Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$2.00 per kWh for all kWh used above the Firm Demand.

## CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Curtailment Periods at least thirty (30) minutes prior to such times. The Company may invoke Curtailment Periods for not more than 100 hours in any year. Further, the Company shall have the right to invoke a Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

RIDER PS (SC)  
POWERSHARE NON-RESIDENTIAL LOAD CURTAILMENT

## VOLUNTARY CURTAILMENT OPTION

## GENERAL PROVISIONS

The Company's request to curtail service under the Voluntary Curtailment Option may be at any time. Under this option, the customer agrees, on a per event basis, to reduce load to a Firm Demand. Customers served under the Voluntary Curtailment Option may also contract for service under the Mandatory Curtailment Option, but may not contract under the Generator Curtailment Option.

Customers who agree to curtail load during a Curtailment Period must indicate their desire to participate in the event in accordance with an offer, the details of which will be posted on the Duke Energy web site. The Customer will be required to nominate an amount of load to be reduced during the Curtailment Period by establishing a Firm Demand. Customer nominations to curtail load will be accepted on a first-come, first-served basis, and are not firm until the Company has accepted the Customer's nomination. Prior to acceptance of any nomination, the Company may rescind the offer based on customer responses to the offer or due to changes in load conditions.

Under the Voluntary Curtailment Option each participating customer will receive notice of an offer to participate in a curtailment event. In no case will the notice be given less than one hour prior to the beginning of the Curtailment Period. The offer will include the hourly energy prices (\$/kWh) for each hour of the Curtailment Period to be used to determine the Energy Credit.

The Company reserves the right to test the provisions of this Rider twice per year, and shall give advance notice of any test to customers served under this Rider.

## RATE

Facilities Fee                                      \$ 40.00 per month (see Exception)

Exception. The Facilities Fee does not apply to customers concurrently enrolled under the Mandatory Curtailment Option.

## Credits

Energy credits will be paid to the customer for the load curtailed between the Forecasted Demand and the Firm Demand during the Curtailment Period. Energy Credits are not paid for load curtailed below the Firm Demand.

## Penalty and Penalty Computation

No payment will be made to the customer during a Curtailment Period unless the customer curtails at least 50% of the nominated load reduction in kilowatt hours.

## CONTROL LIMITATIONS

The Company may invoke Voluntary Curtailment Periods for an unlimited number of hours per year with no limit on the number of hours in any given calendar day.

## CONCURRENT PARTICIPATION IN THE MANDATORY CURTAILMENT AND VOLUNTARY CURTAILMENT OPTION

For Customers participating under both the Mandatory Curtailment Option and the Voluntary Curtailment Option, the following provisions apply:

If prior to or during any Voluntary Curtailment Period the Company invokes a Mandatory Curtailment request, any customer participating in the Voluntary Curtailment Period will receive notice under the Mandatory Curtailment provision and be required to also comply with the Mandatory Curtailment provisions.

If prior to or during any Mandatory Curtailment period the Company invokes a Voluntary Curtailment request, any customer participating in the Mandatory Curtailment Period may receive an offer under the Voluntary Curtailment provision and be allowed to participate in the Voluntary Curtailment Period by providing additional curtailable load beyond their Mandatory Curtailment Option obligation.

Credits and penalties under the Mandatory Curtailment Option take precedence and will be determined before calculating credits under the Voluntary Curtailment Option. For concurrent participation in a Mandatory and Voluntary Curtailment event, the requirement under the Voluntary Curtailment Option to curtail at least 50% of the nominated load will be waived for Mandatory and Voluntary Curtailment Periods that run concurrently. In addition, during a concurrent Mandatory and Voluntary Curtailment Period, credits for the Voluntary Curtailment Period will exclude all load curtailed pursuant to the Mandatory Curtailment provisions.

RIDER PS (SC)  
POWERSHARE NON-RESIDENTIAL LOAD CURTAILMENT

## GENERATOR CURTAILMENT OPTION

## GENERAL PROVISIONS

Contracts for Generator Curtailment will be accepted for a minimum of 200 KW of load to be transferred from the Company's source to the standby generator. Under this option, the customer agrees to provide a source of capacity through load reduction at any time the Company has capacity constraints, including generation, transmission or distribution capacity constraints or reactive power concerns. The Company, at its sole discretion, may limit requests for curtailment to certain groups of customers for valid reasons. The Generator Option is not available to customers served under the Mandatory Curtailment Option or the Voluntary Curtailment Option.

When the Company requests the operation of the standby generator, a watt-hour meter(s) installed on or near the generator bus of the Customer's facility will record the kWh output at the generator. The Customer shall supply a 110-volt continuous source of power for the meter.

The Company will test the operation of the Customer's generator(s) each month, during which time the Customer will transfer load from the Company's source to the generator(s).

## TRANSITION PROVISION

Customers served under Rider SG on June 1, 2009 are eligible to enter into a new contract for Rider PS, Mandatory Curtailment Option, on or before June 1, 2010 with an original term not less than three (3) years and under which the capacity credits will remain at the level approved effective June 1, 2009 through May 31, 2013. Effective June 1, 2013, contracts entered into under the foregoing provision will automatically renew annually until terminated as outlined herein; however, the capacity credits will be the approved credits in effect on June 1, 2013 and thereafter be subject to change as approved by the South Carolina Utilities Commission.

## RATE

Facilities Fee                                      \$ 155.00 per generator meter per month (See Exception)

Exception: If, in the Company's sole opinion, cellular communication technology cannot be utilized to retrieve data from the meter, the customer may still be allowed to participate in the Generator Option by providing, at his expense, a dedicated telephone line. In such a case, the Facilities Fee will be reduced by \$30.00.

## Credits

## 1. Capacity Credit

The Customer will receive a Capacity Credit of \$3.50 per kW based on the average capacity generated, based on kilowatt-hours associated with the Maximum Curtailable Demand, during all Curtailment Periods of the current month and all tests.

## 2. Energy Credit

The Customer will receive an Energy Credit of \$.10 per kWh based on the metered output of the Customer's generator, for all kWh below the Maximum Curtailable Demand, during Curtailment Periods of the month and all tests.

## Penalty and Penalty Computation

If the Customer fails to transfer to the generator at least 50% of the Maximum Curtailable Demand on a continuous basis; during a Curtailment Period, a penalty will be applied to the Customer's account for the month of occurrence at the rate of \$2.00 per kWh for the difference between the generated capacity and 50% of the Maximum Curtailable Demand.

## CONTROL NOTICES AND LIMITATIONS

The Customer shall be notified of all initiations of Curtailment Periods at least fifteen (15) minutes prior to such times. The Company may invoke Curtailment Periods for not more than 100 hours in any year. Further, the Company shall have the right to invoke a Curtailment Period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

RIDER PS (SC)  
POWERSHARE NON-RESIDENTIAL LOAD CURTAILMENT

CONTRACT

MANDATORY CURTAILMENT OPTION AND GENERATOR OPTION

The Mandatory Curtailment Option and Generator Curtailment Option shall have an original minimum term of three (3) years, and shall renew annually thereafter until terminated by the Customer giving at least twelve (12) months' previous notice of such termination in writing. In the event the Customer requests an amendment to or termination of the service agreement for this rider before the end of the original term or required notice period, which ceases or reduces the Customer's obligation to curtail load, and continues the agreement for service under the applicable rate schedule at the same location, the Customer shall pay a termination fee as follows:

1. \$42.00 per kW of the average monthly Effective Curtailable Demand measured during the previous 12 months.

Plus

2. The monthly Facilities Fee for each month in the remaining original term of contract and required notice period.

The termination fee may be adjusted based on the Maximum Curtailable Demand established in an amended contract by the customer.

VOLUNTARY CURTAILMENT OPTION

The Voluntary Curtailment Option shall have a minimum original term of one (1) year and shall renew annually thereafter until terminated by the Customer giving at least sixty (60) days previous notice of such termination in writing. In the event the Customer requests termination of service under this Rider before the end of the original term, and continues the agreement for service under the applicable rate schedule at the same location the Customer shall pay a termination fee equal to the monthly Facilities Fee for each month in the remaining original term of contract and required notice period

The Company reserves the right to terminate the Customer's Contract under this Rider at any time upon written notice to the Customer for the failure to perform satisfactorily during three or more events as determined by the Company, in response to requests for curtailment, or for violation of any of the terms or conditions of the applicable Schedule or this Rider.



RIDER IS (SC)  
INTERRUPTIBLE POWER SERVICE

This Rider is closed and not available for service to new customers or agreements after June 1, 2009. This Rider remains in effect for existing customers on continually effective agreements for this rider until June 1, 2010, after which this Rider is cancelled. Available at the Company's option to non-residential customers receiving concurrent service from the Company on Schedules LGS, I, OPT, MP or PG.

Under this Rider the Customer agrees, at the Company's request, to reduce and maintain his load at a level specified in the individual contract. The Company's request to interrupt service may be at any time the Company has capacity problems. For non-residential customers who enter into a specific contract for interruptible power service, the following provisions apply in addition to the stated provisions of the Customer's rate schedule:

1. General Provisions:

Contracts for interruptible power service will be accepted by the Company on the basis of successive contracts, and each contract shall specify an interruptible, integrated demand of not more than 50,000 kW to be subject to these provisions. The Company shall limit the acceptance of contracts to a total of 1,100,000 kW of Interruptible Contract Demand on all non-residential schedules on the total system.

At the option of the Company, Customers may specify that the interruptible load provisions of this Rider be applicable only to a designated portion of the Customer's load which shall be submetered for the purposes of this Rider.

Duke reserves the right to test the provisions of this Rider once per year if there has not been an occasion during the previous 12 months when the Company requested an interruption. Duke shall give advance notice of any test to customers served under this Rider.

Continued service under this Rider is subject to satisfactory performance by the Customer, as determined by the Company, in response to the Company's request for interruption.

2. Definitions:

Contract Demand: The Contract Demand is the maximum kilowatt demand which the Company shall be required to supply to the Customer.

Interruptible Contract Demand: The Interruptible Contract Demand of not more than 50,000 kW is that portion of the Contract Demand which the Company will supply to the Customer at all times except during Interruption Periods.

Firm Contract Demand: The Firm Contract Demand, which may be specified at different values for the months of June through September and the months of October through May, is that portion of the Contract Demand which the Company will supply to the Customer without limitation on the periods of availability.

Interruption Period: An Interruption Period is that interval of time, initiated and terminated by the Company, during which the Customer will require service at no more than the Firm Contract Demand and the Company is obligated to supply no more than the Firm Contract Demand.

Penalty Demand: The Penalty Demand is the maximum thirty (30) minute integrated demand required by the Customer during an Interruption Period in excess of the Firm Contract Demand.

Exposure Period: The Exposure Period is that period of time within the month corresponding to the weekday peak demand periods and during which interruption under these provisions is most likely to occur. Specifically, the Exposure Period for the purpose of computing monthly credits is defined as follows:

Months of June through September  
1:00 p.m. to 9:00 p.m., Monday through Friday

Months of October through May  
6:00 a.m. to 1:00 p.m., Monday through Friday

3. Control Notices and Limitations:

The Customer shall be notified of all initiations of Interruption Periods at least thirty (30) minutes prior to such times, and the Customer shall fully comply with the Company's requests to reduce and maintain his load to not more than the Firm Contract Demand for the duration of the Interruption Period. The Customer shall be notified of all terminations of Interruption Periods.

The Company may invoke interruption periods for not more than 150 hours in any year. Further, the Company shall have the right to invoke an interruption period at any time, subject to a maximum duration of 10 hours in any calendar day, which may be extended only by mutual agreement with the Customer.

RIDER IS (SC)  
INTERRUPTIBLE POWER SERVICE

## 4. Credit and Credit Computation:

Each month, a determination of the interruptible capacity available to the Company will be made in order to compute a credit. All energy consumed at a level above the Firm Contract Demand during the Exposure Period, excluding the energy consumed above the Firm Contract Demand during Interruption Periods, will be divided by the hours of duration of the Exposure Period excluding the hours of duration of Interruption Periods. The value thus computed will be reduced by the amount of the monthly maximum demand above the Firm Contract Demand which occurs during any Interruption Period. The resulting amount will be the Effective Interruptible Demand (EID) and shall not be less than zero.

The formula for computation is:

$$EID = \frac{KWH_{EP} - KWH_{IP}}{HOURS_{EP} - HOURS_{IP}} - KW_{MP}$$

Where: EID = Effective Interruptible Demand

$KWH_{EP}$  = Energy consumed during the Exposure Period above Firm Contract Demand

$KWH_{IP}$  = Energy consumed during Interruption Periods above Firm Contract Demand

$HOURS_{EP}$  = Hours of duration of the Exposure Period

$HOURS_{IP}$  = Hours of duration of the Interruption Periods

$KW_{MP}$  = Maximum monthly Penalty Demand

The amount of credit to be applied to the Customer's account each month will be determined by the formula:

$$\text{Credit} = EID \times \$3.50/KW_{EID}$$

## 5. Penalty and Penalty Computation:

Should the Customer fail to reduce and maintain his load at, or below, the Firm Contract Demand during any Interruption Period, a penalty will be applied to the Customer's account for the month of occurrence. The penalty shall be computed by the formula:

$$\text{Penalty} = \Sigma KW_P \times \$10.00$$

Where:  $\Sigma KW_P$  = the summation of the Penalty Demands occurring in each and every Interruption Period during the billing period.

## 6. A monthly "Extra Facilities Charge," equal to 1.7% of the installed cost of the extra facilities necessary for interruptible power service, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the Extra Facilities provisions of the Company's Service Regulations.

RIDER IS (SC)  
INTERRUPTIBLE POWER SERVICE

7. Contract Period:

Contracts with interruptible load provisions shall be for a minimum original term of five (5) years and thereafter until terminated, by giving at least twelve (12) months' previous notice of such termination in writing, but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances.

The Company reserves the right to terminate the Customer's contract under this Rider at any time upon written notice to the Customer for failure of the Customer to reduce and maintain his load at or below the Firm Contract Demand during three or more Interruption Periods, or for violation of any of the terms or conditions of the applicable schedule or this Rider.

If the Customer requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations

8. Sales Tax and Municipal Fees:

Any applicable sales tax, municipal service agreement fee, business license fee or other fee assessed by or remitted to a state or local governmental authority will be added to the charges determined above.

RIDER EC (SC)  
ECONOMIC DEVELOPMENTAVAILABILITY (South Carolina Only)

Available, only at the Company's option, to nonresidential establishments receiving service from the Company under Schedule LGS, I or OPT provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to the Company for service under this Rider, and the Company approves such application. The New Load applicable under this Rider must be a minimum of 1,000 kW at one delivery point. To qualify for service under this rider, the customer must meet the qualifications under A. or B. below:

- A. The Customer must employ an additional workforce in the Company's service area of a minimum of seventy-five (75) full time equivalent (FTE) employees per 1,000 kW of New Load. Employment additions must occur following the Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of four hundred thousand dollars (\$400,000) per 1,000 kW of New load. The capital investment must occur following the Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under Rider EC and continue the schedule of credits outlined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery on the Duke system to another on the Duke system.

DEFINITIONS

New Load: New Load is that which is added to the Company's system by a new establishment. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

Delivery Date: The Delivery Date is the first date service is supplied under the contract.

Operational Date: The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than eighteen (18) months after the Delivery Date.

Month: The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. The Customer must make an application to the Company for service under this Rider and the Company must approve such application before the Customer may receive service hereunder. The application must include a description of the amount and nature of the new load and the basis on which the Customer requests qualification shown in A. or B. under Availability above. In the application, the Customer must affirm that availability of this Rider was a factor in the Customer's decision to locate the New Load on the Duke system. For customers making application under paragraph A. above, the application shall also specify the total number of full time equivalent employees (FTE) employed by the Customer in all establishments receiving electric service from the Company's system, at the time of application for this Rider, and on the Operational Date.
2. The Customer must agree to a minimum contract term of ten (10) years, with the credits being available for a maximum period of four years immediately following the Operational Date.
3. For customers contracting under this Rider due to expansion, the Company may install metering equipment necessary to measure the New Load to be billed under this Rider separate from the existing load billed under the applicable rate schedule. The Company reserves the right to make the determination of whether such installation will be separately metered or submetered. If in the Company's opinion the nature of the expansion is such that either separate metering or submetering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load, if any, qualifies as New Load eligible for this Rider.
4. To continue service under this Rider the customer must maintain a monthly average of 250 hours use of demand.

RIDER EC (SC)  
ECONOMIC DEVELOPMENT

5. All terms and conditions of Schedules LGS, I or OPT applicable to the individual Customer shall apply to the service supplied to the Customer except as modified by this Rider.

APPLICATION OF CREDIT:

Beginning with the Operational Date, a credit based on the percentages below will be applied to the total bill for the New Load contracted for under this Rider, calculated on the applicable rate schedule, including the Basic Facilities, Demand Charge, Energy Charge, or Minimum Bill, applicable Riders listed on Leaf No. 99, but excluding other applicable riders, and excluding Extra Facilities Charges.

Months	1 – 12	20%
Months	13 – 24	15%
Months	25 – 26	10%
Months	37 – 48	5%
After Month	48	0%

EXTRA FACILITIES CHARGE

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service for additional metering required under Rider EC, but not less than \$25, shall be billed to the Customer in addition to the bill under the appropriate rate schedule and this Rider, when applicable.

CONTRACT PERIOD

Each Customer shall enter into a contract to purchase electricity from the Company for a minimum original term of ten (10) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days previous notice of such termination in writing. If the Customer requests a change in rate schedule from that which was approved in conjunction with Rider EC, credit under Rider EC will no longer be available. Such a change will be allowed upon thirty (30) days written notice to the Company. An individual establishment will not be allowed to receive credits for more than four (4) years under this Rider, unless the Company, at its option, agrees to accept a new application and contract for qualifying New Load, and such application receives special approval by the Company. If at any time during the term of contract under this Rider the Customer violates any of the terms and conditions of the Rider or the agreement, the Company may discontinue service under this Rider, and bill the Customer under the applicable schedule without further credits. In the event the Customer requests an amendment to or termination of an agreement under this Rider before the expiration of the initial term of the agreement, the Customer will be required to pay the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The sum of:
- 1) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement to the extent that such facilities will not be utilized by the Company to provide service under the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero;
- and
- 2) The repayment of credits received under this Rider to the extent required based upon the marginal cost to serve the Customer. This repayment obligation shall be calculated as the difference between the net charges to the Customer under the applicable rate schedule after the application of any credits received under this Rider and the Company's marginal cost to serve the Customer; provided, however, that this amount shall not be less than zero and shall not be greater than the total credits received by the Customer under this Rider. The Company's marginal cost shall be calculated under the Company's Schedule HP (SC) Hourly Pricing for Incremental Load.

INTERIM TRUE-UP OF DEFERRAL ACCOUNTS RIDER (SC)

APPLICABILITY (South Carolina Only)

This rider is cancelled effective February 1, 2010

RIDER ER (SC)  
ECONOMIC REDEVELOPMENT

AVAILABILITY (South Carolina Only)

Available, only at the Company's option, to nonresidential establishments receiving service from the Company under Schedule LGS, I or OPT, provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with a new customer in an existing establishment served, or previously served, by the Company, provided the establishment has been unoccupied and/or has remained dormant for a minimum period of six months, as determined by the Company. In order to qualify for service under the Rider, the New Load must be a minimum of 500 KW at one delivery point at one voltage. In addition, the requested service necessary to serve the New Load must not result in additional investment in distribution facilities by the Company; however, minor alterations in the service supplied which can be accomplished feasibly and economically may be allowed. To qualify for service under this Rider, the Customer must meet the qualifications under A. or B. below

- A. The Customer must employ an additional workforce in the Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees per 500kW of New Load. Employment additions must occur following the Company's approval for service under this Rider.
- B. The Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000) per 500 kW of New Load. The capital investment must occur following the Company's approval for service under this Rider.

This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery on the Duke system to another on the Duke system. However, if a change of ownership occurs after the customer contracts for service under this Rider, the successor customer may be allowed to fulfill the balance of the contract under Rider ER and continue the credits outlined below.

DEFINITIONS

**New Load:** New Load is that which is added to the Company's system as a result of the new customer taking service at an existing establishment and shall not be less than the Contract Demand.

**Delivery Date:** the Delivery Date is the first date service is supplied under the contract.

**Operational Date:** The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than twelve (12) months after the Delivery Date.

**Month:** The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. The Customer must make an application to the Company for service under this Rider and the Company must approve such application before the Customer may receive service hereunder. The application must include a description of the amount of and nature of the new load and the basis on which the Customer requests qualification shown in A. or B. under Availability above. In the application, the Customer must affirm that availability of this Rider was a factor in the Customer's decision to locate the new load on the Duke system. For customers making application under paragraph A above, the application shall also specify the total number of full time equivalent employees (FTE) employed by the Customer in all establishments receiving electric service from the Company's system, at the time of application for this Rider, and on the Operational Date.
2. The Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of one (1) year following the Operational Date.
3. To continue service under this Rider, the Customer must maintain a monthly average of 300 hours use of demand.
4. All terms and conditions of Schedules LGS, I or OPT applicable to the individual customer shall apply to service supplied to the Customer except as modified by this Rider.

RIDER ER (SC)  
ECONOMIC REDEVELOPMENTAPPLICATION OF CREDIT

Beginning with the Operational Date, a credit of 50% will be applied to the total bill in Months 1 through 12 for the New Load contracted for under this Rider, calculated on the applicable rate schedule, including the Basic Facilities, Demand Charge, Energy Charge, or Minimum Bill, applicable Riders listed on Leaf No. 99, but excluding other applicable riders, and excluding Extra Facilities Charges.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least sixty (60) days' previous notice of such termination in writing. If the Customer requests a change in rate schedule from that which was approved in conjunction with Rider ER, credit under Rider ER will no longer be available. Such a change will be allowed upon thirty (30) days' written notice to the Company. If at any time during the term of contract under this Rider, the Customer violates any of the terms and conditions of the Rider or the agreement, the Company may discontinue service under this Rider, and bill the customer under the applicable schedule without further credits. In the event the Customer requests an amendment to or termination of an agreement under this Rider before the expiration of the initial term of the agreement, the Customer will be required to pay the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.

or

- (b) The sum of:

- 1) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement to the extent that such facilities will not be utilized by the Company to provide service any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero;

and

- 2) The repayment of credits received under this Rider to the extent required based upon the marginal cost to serve the Customer. This repayment obligation shall be calculated as the difference between the net charges to the Customer under the applicable rate schedule after the application of any credits received under this Rider and the Company's marginal cost to serve the Customer; provided, however, that this amount shall not be less than zero and shall not be greater than the total credits received by the Customer under this Rider. The Company's marginal cost shall be calculated under the Company's Schedule HP (SC) Hourly Pricing for Incremental Load.



## SUMMARY OF RIDER ADJUSTMENTS (SC)

The following is a summary of Rider Adjustments that must be added to the bill calculated on the applicable rate schedule in order to compute the bill. The factors shown below include revenue-related taxes and regulatory fees. More specific information concerning these Riders is contained in the applicable Rider listed below

**RESIDENTIAL SERVICE -- Schedules RS, RE, ES, RB RT,WC**

	<b><u>cents/kWh</u></b>	<b><u>Effective Date</u></b>
Energy Efficiency Rider	0.1736	2/1/10
Demand Side Management Revenue Credit Adjustment Rider	-0.1466	2/1/10
Pension Costs Rider	0.0166	2/1/10
Nuclear Insurance Reserve Rider	-0.0787	2/1/10
Coal Inventory Rider	<u>0.0141</u>	2/1/10
<b>TOTAL cents/kWh</b>	<b>-0.0210</b>	

**GENERAL SERVICE -- Schedules SGS, LGS, BC, OPT, HP, PG, MP, G, GA, GB**

	<b><u>cents/kWh</u></b>	<b><u>Effective Date</u></b>
Energy Efficiency Rider (Energy Efficiency)	0.0195	2/1/10
Energy Efficiency Rider (Demand Response)	0.0360	2/1/10
Demand Side Management Revenue Credit Adjustment Rider	-0.1705	2/1/10
Pension Costs Rider	0.0166	2/1/10
Nuclear Insurance Reserve Rider	-0.0393	2/1/10
Coal Inventory Rider	<u>0.0141</u>	2/1/10
<b>TOTAL cents/kWh</b>	<b>-0.1236</b>	

**LIGHTING AND TRAFFIC SIGNALS -- Schedules OL, PL, FL, GL, NL, TS**

	<b><u>cents/kWh</u></b>	<b><u>Effective Date</u></b>
Energy Efficiency Rider (Energy Efficiency)	0.0195	2/1/10
Energy Efficiency Rider (Demand Response)	0.0360	2/1/10
Demand Side Management Revenue Credit Adjustment Rider	-0.0570	2/1/10
Pension Costs Rider	0.0166	2/1/10
Nuclear Insurance Reserve Rider	-0.0008	2/1/10
Coal Inventory Rider	<u>0.0141</u>	2/1/10
<b>TOTAL cents/kWh</b>	<b>0.0284</b>	

	<b><u>cents/kWh</u></b>	<b><u>EE Opt Out Energy Efficiency</u></b>	<b><u>EE-Opt Out Demand Response</u></b>	<b><u>EE - Opt Out Energy Efficiency and Demand Response</u></b>	<b><u>Effective Date</u></b>
<b><u>INDUSTRIAL SERVICE -- Schedules I, OPT, HP, PG, MP, GB, IT</u></b>					
Energy Efficiency Rider (Energy Efficiency)*	0.0195	0.0000	0.0195	0.0000	2/1/10
Energy Efficiency Rider (Demand Response)*	0.0360	0.0360	0.0000	0.0000	2/1/10
Demand Side Management Revenue Credit Adjustment Rider	-0.2650	-0.2650	-0.2650	-0.2650	2/1/10
Pension Costs Rider	0.0166	0.0166	0.0166	0.0166	2/1/10
Nuclear Insurance Reserve Rider	-0.0620	-0.0620	-0.0620	-0.0620	2/1/10
Coal Inventory Rider	<u>0.0141</u>	<u>0.0141</u>	<u>0.0141</u>	<u>0.0141</u>	2/1/10
<b>TOTAL cents/kWh</b>	<b>-0.2408</b>	<b>-0.2603</b>	<b>-0.2768</b>	<b>-0.2963</b>	

\* The Energy Efficiency Rider cents/kWh is not applicable to customers who qualify for and have notified the Company of their intent to opt-out of Energy Efficiency and/or Demand Response Programs.

**ON-SITE GENERATION SERVICE PROGRAM (SC)****AVAILABILITY (South Carolina only)**

The program is available, at the Company's option, to nonresidential customers receiving concurrent service, for up to an aggregate of 250 MW of installed generation on the Company's system.

**PROGRAM**

Under the terms of this program, the Company will own, install, operate and maintain an on-site generator designed to provide a supply of electricity to the Customer's facility in the event that the normal supply of electricity is interrupted. In addition, the Company reserves the right to operate the generator at times when the supply of electricity has not been interrupted to the Customer's facility and thereby provides a source of capacity to the utility system. The minimum size generator provided under this program will have a nameplate rating of 300 kW. The generator and associated equipment will be located on the Customer's premises at a mutually agreed upon location. The Customer will be billed for all usage registered on the Company's billing meter under the applicable rate schedule.

**RATE**

The monthly rate for this service will be determined as follows:

Monthly Services Payment = Levelized Capital Cost + Expenses

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the time of engineering, design and installation of equipment through the term of the contract, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated capital cash flows shall include installed cost of equipment, contingency allowances, property taxes, salvage value, adjustment to reflect additional supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the generation and equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with working capital, fuel inventory, other costs related to the operation and support of the generator installation, and income tax impacts.

The after-tax cost of capital from the Company's most recent general rate case will be used to convert present values to uniform monthly payments.

**PAYMENT**

Bills for service under this program are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. All bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one and one-half percent (1 ½%) late payment charge. This late payment charge shall be rendered on the following month's bill and it shall become a part of and due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

As provided in the On-Site Generation Service Agreement (Agreement), each customer shall enter into a contract for On-Site Generation Service from the Company for an original term of ten (10) years, or other term at the Company's option, and thereafter from year to year upon the condition that either party may terminate the contract at the end of the original term by giving at least ninety (90) days previous notice of such termination in writing. In the event of early termination of an Agreement under this program, the Customer may be required to pay the Company a termination fee as set forth in the Agreement.

**DUKE ENERGY CAROLINAS, LLC  
UNDERGROUND DISTRIBUTION  
INSTALLATION PLAN  
South Carolina**

**AVAILABILITY (South Carolina only)**

Normally, the Company's distribution and service facilities are installed above-ground on poles, towers, or other fixtures. At the request of an owner (including builders, developers, contractors and customers), the Company will install, own and maintain underground facilities under the terms and conditions of this Plan.

At the determination of the Company, in those areas where it is physically or economically infeasible, or impractical, to place facilities above-ground due to structural or geographical congestion or load density, the Company may place its facilities underground at its own option and expense.

**DEFINITIONS**

The term **"overhead facilities"** as used in this Plan, means an electrical distribution system having all components installed above ground level.

The term **"underground facilities"** as used in this Plan, means an electrical distribution system having some, or all, components installed below ground level.

A **"bulk feeder"** is a conductor system transporting the total electrical requirements of a large area from a substation or other supply point into such an area, which may consist of several residential developments and other loads. A **"subfeeder"** is a conductor system branching off of the bulk feeder to supply the requirements of a certain portion of the area. The subfeeder may terminate in a given development, but the bulk feeder may, or may not, pass through the development to serve adjacent areas.

A **"primary voltage loop system"** of conductors provides multiple supply routes to more than one transformer serving the load requirements. A **"primary voltage radial extension"** of underground facilities consists of a single supply route to a single transformer serving the load requirements.

**"Secondary facilities"** consist of equipment necessary to provide secondary voltage from the Company's transformer to the owner's delivery point. **"Primary facilities"** consist of equipment, including transformation, to supply primary voltage into the owner's property or development.

**"Cost difference"** is the amount by which the estimated cost of underground facilities exceeds the estimated cost of comparable overhead facilities, but not less than zero.

**"Loss due to early retirement"** is the original cost of the facilities involved, less accrued depreciation, less salvage, plus the cost of removal.

**SERVICE CATEGORIES**

**I. RESIDENTIAL SERVICE**

At the request of an owner, the Company will install, own and maintain underground facilities for service to single residences, apartments, condominiums, and manufactured homes following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable. The signed agreement with the owner for underground service shall specify the payment arrangements.

**A. Permanent Residences**

Residences which are to be permanent customer locations on a residential rate schedule of the Company will be served from underground facilities as shown below.

- |   |  |
|---|--|
| (1) New Service Installations For New Developments  |  |
| Service to new residences on lots averaging an acre (43,560 sq. ft.), or less   | No Charge  |
| Service to new residences on lots averaging more than one acre  | No charge except for cost difference of new primary facilities exceeding 300 feet per lot. |
| (2) New Service Installations Not Located in New Developments   |  |
| Service to new residences requiring new underground secondary voltage facilities from an above-ground distribution line on, or adjacent to, the lot on which the residence is located | No Charge  |

**DUKE ENERGY CAROLINAS, LLC  
UNDERGROUND DISTRIBUTION  
INSTALLATION PLAN  
South Carolina**

Service to new residences requiring new underground primary and secondary voltage facilities

No charge except for cost difference of new primary facilities exceeding 300 feet.

(3) New Three-Phase Service Installation

Three-phase service to new single-residence structures, where this type of service is available

No charge except for cost difference of new primary Facilities exceeding 300 feet.

Three-phase service to new multi-residence structures, where this type of service is available

No Charge

**B. Other Residences**

Residences which are in service categories not described above, will be served from underground facilities installed, owned, and maintained by the Company under an agreement with the owner providing for payment to the Company of the charges, if any, equal to the cost difference.

**II. NON-RESIDENTIAL SERVICE**

At the request of an owner, the Company will install, own and maintain underground facilities to new general service and industrial service installations following these Plan provisions. Any charge to the owner is for the cost difference of the necessary underground facilities requested and is non-refundable.

(1) New Service Installations Requiring Only Secondary Voltage Facilities No Charge

(2) New Service Installations Requiring Primary Voltage Loop System Facilities No Charge

(3) New Service Installations Requiring Primary Voltage Radial Extension Facilities

No charge except for cost difference of single-phase primary facilities exceeding 300 feet, or three-phase primary facilities exceeding 500 feet. For three-phase primary facilities exceeding 500 feet, additional underground footage will be provided at no charge when installation of underground facilities is less than comparable overhead facilities.

(4) New Bulk Feeder and Subfeeders

Cost difference of such primary facilities

**CONVERSION TO UNDERGROUND**

The Company will replace an existing overhead distribution system with an underground system in an existing residential development or other area under the following terms and conditions:

1. The Company shall place facilities underground by an agreement with the requesting persons which provides for payment of a nonrefundable, contribution-in-aid-of-construction as follows:
  - a. When the existing overhead distribution system is not adequate to supply the customer's load due to added electrical load, the contribution in aid of construction shall be equal to the cost difference between comparable overhead and underground facilities.
  - b. When the existing overhead distribution system is adequate to supply the customer's load, the contribution in aid of construction shall be equal to the cost of comparable underground facilities, less any salvage value of the overhead system.
2. Preliminary engineering studies are necessary to determine the approximate costs of replacing overhead with underground facilities. Persons requesting replacement of such facilities shall pay, prior to commencement of such studies by the Company, a good faith, nonrefundable deposit in an amount of \$100 for each 600 feet of front lot lines for residential development studies, and, for studies of all other service areas, the estimated cost of the preliminary engineering study. If the replacement is undertaken following completion of such studies, actual costs, including preliminary engineering studies, will be charged and credit will be given for the estimated costs, or deposit, which was advanced.

**DUKE ENERGY CAROLINAS, LLC  
UNDERGROUND DISTRIBUTION  
INSTALLATION PLAN  
South Carolina**

3. The Company need not replace existing overhead systems with underground facilities, except individual services from pole to residence, unless at least one block or 600 feet of front lot line is involved, whichever is less.
4. All customers served directly from the specific section of line or in the area to be replaced with underground facilities shall agree to the conditions outlined for replacement of overhead facilities.
5. Owners shall arrange the wiring of their structures to receive underground service at meter locations which allow unimpeded installation of the underground service facilities.

**ESTIMATES**

Estimates of the cost of the underground and overhead facilities for the purpose of determining the amount of the contribution-in-aid-of-construction will be in accord with the Company's current construction design practices and shall be based upon the equivalent conductor and transformer capacity required for the electrical load specified by the owner.

**GENERAL PROVISIONS**

1. Facilities associated with an underground distribution system, other than the conductors, may be installed above or below ground level as determined solely by the Company in accord with the current construction design practices of the Company.
2. The Company will normally not provide underground service at secondary voltages above 480 volts.
3. The Company will provide service to a single transformer using a loop system design at the request of the owner who desires to have a loop system installed and makes a payment equal to the estimated cost of the additional facilities in excess of the radial extension facilities.
4. Existing overhead distribution bulk feeders will remain installed overhead unless the owner desires to have them installed underground. New bulk feeders necessary to serve a new underground residential subdivision will be installed overhead unless the owner desires to have them installed underground, and makes a contribution-in-aid-of-construction equal to the estimated cost difference between underground and overhead facilities. If it is necessary to extend a distribution bulk feeder through an existing underground residential development, it will be installed underground at Company expense.
5. New subfeeders necessary to serve a new underground subdivision or development will be installed underground inside such areas at no charge. New subfeeders outside such areas normally will be installed overhead, unless the owner desires to have them installed underground and makes a payment equal to the estimated cost difference.
6. Developments shall be divided into established and defined lots. For purposes of determining service categories, the average size of lots shall be expressed in square feet.
7. Prior to the installation of the underground distribution system by the Company, the final grade levels of the building sites shall be established by the owner. The building construction program shall be coordinated with the installation of underground electrical facilities to permit unimpeded access of the Company's equipment to the installation sites; to allow installation of underground facilities at proper depth and before streets, curbs or other obstructions are installed; and to eliminate dig-ins to the underground electrical facilities after installation. Should streets, curbs or other obstructions be present prior to installation of underground facilities, resulting in additional expense to the Company, payment for these additional expenses shall be made to the Company by the owner. Should established lots or final grade levels change after installation of underground electrical facilities has begun, or if installation of electrical facilities is required by the owner before final grades are established, and either of these conditions results in additional expenses to the Company, payment for these additional expenses shall be made to the Company by the owner.
8. Should existing sidewalks, septic tank systems, fuel tanks, other utility line, or other man-made obstructions result in additional expenses to the Company, payment for same will be made by the owner.
9. Actual costs brought about in connection with the compliance of special requirements, if any, of municipalities, State and Federal highway agencies or departments regarding the breaking of pavement, ditching backfilling, and other related conditions, will be paid by the owner.

**DUKE ENERGY CAROLINAS, LLC**  
**UNDERGROUND DISTRIBUTION**  
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10. The Company will make, or adjust, charges to the owner to collect the actual additional costs to the Company due to adverse conditions, such as: the composition of the land where the underground facilities are to be installed is such that standard construction equipment cannot be used to complete the installation; or, special equipment and materials are needed for stream crossing structures or concrete structures; or, dynamite is required; or, if abrupt changes in final grade levels exceed a slope ratio of 1 when measured within three feet of the trench.
11. The Company's agreement to provide underground service is dependent upon the securing of all necessary rights, easements, rights-of-way, privileges, franchises or permits for the installation of such service from those requesting the underground facilities. The Company shall exercise care in the utilization of its underground equipment during construction, but the ultimate responsibility for the protection of shrubs, trees, and grass sod will be with the owner. Shrubs, trees, or any other obstacle shall not be placed within ten feet of transformer or cabinet openings which would hinder the access of the Company at any time.
12. Temporary service will not be available in the area served from underground facilities until the underground system is in place unless the owner elects to pay the "in and out" costs of temporary facilities necessary to deliver the temporary service from overhead distribution lines. After the underground facilities are in place, temporary service may be provided for no charge only at a transformer or pedestal location.
13. Underground conductors to provide service to Company-owned outdoor lighting will be furnished under the applicable rate schedule on file with and approved by the Commission.
14. The Company will provide and coordinate underground service facilities with other requested facilities which are supplied under the Extra Facilities provision of the Company's Service Regulations. The Company may in its discretion limit installation of the Company's electrical facilities in a residential or non-residential development to that area which, in the Company's judgment, is likely to be occupied within a reasonable period of time, in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying the applicable cost under this Plan for the development as a whole plus an Idle Facilities Deposit. The Idle Facilities Deposit is for the area deemed not likely to be occupied in a reasonable time less applicable costs under this Plan.

Idle Facilities deposits will be reviewed annually by the Company and will be refunded, with interest, based on the pro-rata portion of the Company's idle facilities needed to serve Owners during the preceding 12 months. Any deposit held by the Company for five years or more shall not be refunded. The five year period shall start upon completion of construction and availability of electric service. In the event the Owner, at his request, delays, either temporarily or indefinitely, the installation of the Company's underground facilities such that installation of said facilities cannot be completed, the Company reserves the option to begin the five year period when sufficient facilities are installed to serve customer additions.
15. In areas where the Company's standard design requires that underground conductors be placed in concrete-encased duct systems, typically designated downtown areas, the Company will bear the expense of the concrete-encased duct system on public easements. Where the design to meet the owner's request requires the concrete-encased duct system to be extended onto private property, the owner will provide, or will make payment to the Company for, the appropriate concrete-encased duct system to the Company's specification.

#### Foreword

The Service Regulations of the Company are filed with the Commission having jurisdiction over public utilities. The regulations are presented here and are incorporated by reference in each contract or agreement for electric service.

#### Definitions

Duke Energy Carolinas, LLC is referred to herein as the "Company" and the user and prospective user is referred to as the "Customer" or "Consumer," these terms to be considered as synonymous. The Public Service Commission of South Carolina is referred to as the "Commission."

#### I.

##### Agreement

Electric service will be supplied under (a) the Company's standard form of application, service agreement, or contract, (b) the applicable rate schedule or schedules, and (c) these service regulations, unless otherwise specified in any particular rate schedule or contract on file with and approved by the Commission. The Company shall not be required to supply service unless and until such agreement is executed by the Customer and the Company. It is understood and agreed that no promise, statement or representation by an agent, employee or other person shall be binding upon the Company unless it is in writing and attached to and made a part of the agreement. However, when the requested supply of electricity is for residential use, or for nonresidential use under contracts of two thousand kilowatts (2000 kW) or less, and no additional charges are involved, the Customer's application or agreement may be verbal. When the application or agreement is verbal, the Company's applicable rate schedules, riders, and these Service Regulations will be effective in the same manner as if the Company's standard form of application or agreement had been signed by the Customer and accepted by the Company. A verbal service agreement shall be presumed when there is no written application by a Customer, if electricity supplied by the Company is used by the Customer or on the Customer's premises.

##### Cancellation of Agreement for Nonresidential Service at Customer's Request

Unless otherwise provided in the rate schedule and/or rider(s) under which the Customer is served, if the Customer requests an amendment to or termination of the agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company as an early termination charge the lower of:

- (a) The net present value of the monthly minimum bills, including, but not limited to, basic facilities, demand, and extra facilities charges, for the remaining term under the agreement less the expected net present value of the monthly minimum bills for the initial term of contract of any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination, provided, however, this amount shall not be less than zero.
- or
- (b) The loss due to early retirement ("LDER") of all transmission and distribution facilities specifically installed by the Company in order to provide the Customer with electric service under the agreement that will not be utilized by any successor customer who has applied for service at the premises prior to the effective date of the contract amendment or termination. The LDER amount shall be calculated as the installed cost of such facilities less accumulated depreciation, less any salvage value, plus removal cost, provided, however, this amount shall not be less than zero.

Agreement Personal

The rights of the Customer under the agreement are personal and shall not be transferred or assigned by the Customer without the written consent of the Company.

Service Used In Advance

If service is used by the Customer before the application or agreement is completed, the service shall be governed by these regulations and the appropriate rate schedule. The Company may discontinue service at any time upon failure or refusal of the Customer to complete the application or agreement and pay in full the amount due for service to that date.

Vacated Premises

The Customer will notify the Company before quitting or vacating the premises served under the agreement, and will pay upon presentation, all bills due, including any early termination charges, under all agreements.

II.

Deposit

Since an accumulation of unpaid bills would tend toward higher rates for all customers, the Company may require a deposit before beginning service or at any later time. The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills. Deposits shall cease to bear interest when service is discontinued and the Company has tendered or endeavored to tender to the Customer the amount due him.



III.

Customer's Wiring and Equipment

Equipment which will operate in one location may not operate in another location due to difference in voltage, phase, or frequency of electric service. The Customer shall give the Company notice and shall determine type of service available at the premises before wiring or purchasing equipment. The Company may specify the voltage and type of electric service to be furnished, and may also specify the location of the meter and the point where the service connection shall be made.

All the Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local municipal and state authorities; otherwise, the Company may refuse to connect service or may discontinue service to the Customer. The Customer shall keep in repair all such wiring and equipment to the point of connection with the facilities of the Company.

Changes in Customer's Wiring and Equipment

The Customer shall not use any equipment, appliance or device, or permit the continuation of any condition which tends to create any hazard or otherwise adversely affect the Company's service to the Customer or other customers, without written consent of the Company. When polyphase service is used by any customer, the Customer shall control the use of service so that the load will be maintained in reasonable electrical balance between the phases at the point of delivery.

The Customer shall give the Company reasonable notice in writing of any anticipated increase in demand exceeding 20 kW or ten percent (10%) of the former demand, whichever is greater. The notice shall state the approximate increase and date required. If the Company determines the unexpired term of the agreement is sufficient to justify the additional investment required, the Company will endeavor to provide additional capacity for any increase requested by the Customer within ninety (90) days of said notice.

The Company will extend its facilities and change the point of delivery only when the investment required is warranted by the anticipated revenue and when the extension is permissible and feasible.

IV.

Access to Customer's Premises

The Company shall at all reasonable times have the right of ingress to and egress from the premises of the Customer for any and all purposes connected with the delivery of service, or the exercise of any and all rights under the agreement.

V.

Right Of Way

The Customer shall at all times furnish the Company a satisfactory and lawful right of way over his premises for the Company's lines and apparatus necessary or incidental to the furnishing of service. The Customer shall also furnish satisfactory shelter for meters and other apparatus of the Company installed on the premises, except where the Company elects to install such equipment outdoors.

The Company may change the location of the right of way upon request of the Customer, and may require the Customer to pay the cost of the change. The change will not be made where it will interfere with or jeopardize the Company's service, either to the Customer requesting the change, or to any other customer or customers. All privileges of the Company related to the original location shall apply to the new location.

The obligation of the Company to supply service is dependent upon the Company securing and retaining all necessary rights-of-way, privileges, franchises or permits, for the delivery of such service, without cost to the Company and the Company shall not be liable to the Customer for any failure to deliver service because of the Company's inability to secure or retain such right-of-way, privileges, franchises, or permits.

VI.

Transmission, Distribution, and Service Facilities

The Company's transmission, distribution, and service facilities will be installed above ground on poles towers, or other fixtures; however, underground facilities will be provided when requested in accordance with the Company's Underground Distribution Installation Plan, as approved by the Commission.

The Company will require a contribution in aid of construction when the investment required to provide the requested facilities does not produce sufficient revenue to support the investment.

Service connections will be made as follows:

1. Where both the Company's lines and the Customer's entrance conductors are above ground, and where the service requires a transformer of 500 KVA or less:

The Company will extend its service conductors to the Customer's building, terminating them on the outside of the building at a location to be provided by the Customer and satisfactory to the Company for this purpose. The location must be of sufficient height to satisfy the requirements of the National Electric Safety Code and of applicable local codes, and the strength of the structure at the point of termination must be satisfactory to the Company.

The Customer will provide, install and own all self-contained meter sockets and current transformer enclosures, or the Customer may choose to provide and own a meter/switch enclosure (more commonly known as a house power panel). The Company will utilize and provide service through the Customer's meter/switch enclosure. The Company shall have exclusive control of and access to the metering installation under the following conditions:

- a. The meter/switch enclosure shall be in accordance with the Company's specifications.
- b. The wiring and connections are approved by the Company.
- c. The Customer agrees to allow the Company to open and inspect the meter/switch enclosure meter enclosure at any time.
- d. The Customer agrees to notify the Company and obtain permission before altering or performing maintenance inside the metering section of the meter/switch enclosure.

The Company will provide, own and install all poly-phase transformer-rated meter sockets.

For residential customers, the Company will provide, own and install all service risers and service laterals and will connect such risers and laterals to the line side terminals of the meter socket enclosure.

The Company will make the necessary connections from its service conductors to the Customers' entrance conductors.

2. Where both the Company's lines and the Customer's entrance conductors are below ground, or when one is above ground and the other is below ground, or where the size of the Customer's demand or any unusual character of the Customer's location requires the service agreement between the Company and the Customer to be made on one of the Company's long-form Electric Power Contracts, the Company will make the necessary connections from its service conductors to the Customer's entrance conductors as in Section 1 above if applicable, or as in Section 3 below if applicable. If neither Section 1 nor Section 3 is applicable, the connection shall be at a point to be agreed upon by the Company and the Customer.
3. When, in the Company's opinion, an individual transformer installation is necessary to serve the Customer's demand and such demand exceeds the capacity of a pole-type transformer installation, the Company may require the Customer to provide suitable outdoor space on his premises to accommodate a ground-type transformer installation. If the Customer is unable to provide outdoor space for a ground-type transformer installation, then the Company may require the Customer to provide a transformer vault on his premises.
  - a. When the Customer provides space for a ground-type, substation installation using overhead conductors, the Company will also erect a structure outside of, and immediately adjacent to, the fence surrounding such transformer installation for purposes of connecting to the Customer's entrance conductors. The Company may require the Customer to provide at the connection point, main disconnecting switches which shall control all of the Customer's load other than the fire pump circuit, if any. In the event the substation space agreed upon is adjacent to one or more of the Customer's building walls, the Company will connect to the Customer's entrance conductors on an outside wall of the building.

- b. When the customer provides space for a ground-type, padmounted transformer installation using underground conductors, the Company will provide and install the transformer. The Customer will provide and install, to the Company's specifications, the concrete pad for the transformer installation. The point of connection with the Customer's entrance conductors will be at the secondary voltage terminals of the Company's transformer.
  - c. When the Customer provides a transformer vault, the vault shall be constructed in accordance with the Company's specifications, and shall meet the requirements of the National Electrical Safety Code and other applicable safety codes and ordinances. The location of the vault shall meet the Company's requirements for accessibility and ventilation. The Company will provide and install the transformers and necessary associated equipment including circuit breakers, switches, supporting structures for equipment, primary cable and secondary cable to the point of connection with the Customer's entrance conductors. The point of connection shall be 12 inches inside one of the walls of a submersible vault or will be at the secondary terminals of the transformer or the secondary bus in a dry vault. The Company will coordinate the transformer vault installation with its Underground Distribution Installation Plan for the installation of the primary cable from the Customer's vault to the Company's existing distribution facilities.
4. With respect to any service, after a service connection has been made it may be changed by the Company upon request of the Customer. The Customer must pay the cost of the change, unless anticipated additional revenue resulting from new or increased load made possible by the change in the service is sufficient to support the investment to change the facilities. The change will not be made where it will interfere with or jeopardize the Company's service either to the Customer desiring the change or to any other customer or customers.

#### Ownership of Equipment

All conductors and conduits, inside work and equipment, switches, fuses, and circuit breakers, from the point of connection with the Company's service shall be installed and maintained by and at the expense of the Customer. All equipment furnished by the Company shall be and remain the property of the Company.

### VII.

#### Meters

The Company will furnish all necessary meters. When a delivery point is changed from one location to another, all expenses in connection with relocation of the meter shall be paid by the Customer. The Company shall have the right, at its option, and at its own expense, to place demand meters, volt meters or other instruments on the premises of the Customer for the purpose of making tests with respect to the Customer's service.

#### Location of Meter

Meters for all residential service, and for all other service to the extent practicable, shall be located out-of-doors on the Customer's structure at a place which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

Where it is not practicable, in the Company's opinion, to locate the meter and any associated apparatus out-of-doors, the Customer shall provide a suitable indoor location which meets all of the Company's requirements for reading, testing, and servicing accessibility, and for safety.

#### Failure or Inaccuracy of Meter

In case of the failure or inaccuracy of a meter, the Customer's bill, for the appropriate portion of the period of such failure or inaccuracy, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

#### Meter Tests

The Company will test the meter serving the Customer's premises under the provisions provided for in the Rules and Regulations of the Public Service Commission of South Carolina. When the Customer requests a meter test on a more frequent basis than that provided for in the Commission's rules, for each such additional test, a charge will be made to the Customer of \$30 for self-contained meters, and \$40 for all other meters.

## VIII.

### Meter Reading

Meters will be read and bills rendered monthly. Meter readings may be obtained manually on the customer's premises, or remotely using radio frequency or other automated meter reading technology. Billing statements will show the readings of the meter at the beginning and end of the billing period, except; however, when interval load data is used to determine the bill under certain rate schedules or riders, only the billing units may be shown.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW may be used

### Bills Due Where No Notice Received

Meters will be read and bills rendered monthly. The Company will endeavor to deliver to the Customer, by US mail, electronic mail or messenger, a monthly statement of the amount due the Company by the Customer.

All bills are due and payable on the date of the bill, during regular business hours, at the office of the Company. Bills for residential service are past due and delinquent on the twenty-fifth day after the date of the bill. Bills for nonresidential service are past due and delinquent on the fifteenth (15th) day after the date of the bill.

Failure to receive a statement which has been properly mailed or hand-delivered will not entitle the Customer to any delay in paying the amount due beyond the date when the bill is due and payable.

The word "month" as used herein, and as used in the rate schedules of the Company means the period of time between the regular meter readings by the Company. Readings are taken each month at intervals of approximately thirty (30) days.

Bills rendered for periods of less than 25 or more than 35 days as a result of rerouting of the Customer's account, and all initial and final bills rendered on a Customer's account will be prorated on the basis of a normal 30-day billing period; however, if an initial and final bill occur within the same billing month, no such proration will be made.

Meters with a constant of one may be read to the nearest 10 kilowatt hours except in the case of initial or final bills. For purposes of establishing billing demand and minimum bills, the nearest whole kW shall be used.

### Where Meter Is Not Read

If, for any reason, a meter is not read at the regular reading time, the Company may estimate the amount of service used, and make any adjustment which may be necessary in the bill rendered when the meter is next read. Or, the Company may render the Customer a bill for a minimum charge, and credit the Customer for this charge when the meter is read and bills computed for thirty (30) day intervals.

### Offsets Against Bills

No claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

### Adjustment of Billing Errors

In case of a billing error, the Customer's bill, for the appropriate portion of the period of such billing error, shall be calculated to correct for billing error as provided in the Rules and Regulations of the Commission.

## IX.

### Responsibility Beyond Delivery Point

It is understood and agreed that the Company is merely a furnisher of electricity, deliverable at the point where it passes from the Company's wires to the service wires of the Customer, or through a divisional switch separating the Customer's wires and equipment from the Company's wires and equipment. The Company shall not be responsible for any damage or injury to the buildings, motors, apparatus, or other property of the Customer due to lightning, defects in wiring or other electrical installations, defective equipment or other cause not due to the negligence of the Company. The Company shall not be in any way responsible for the transmission, use or control of the electricity beyond the delivery point, and shall not be liable for any damage or injury to any person or property whatsoever, or death of any person or persons arising, accruing or resulting in any manner, from the receiving or use of said electricity.

### Interference With Company Property

The Customer shall not interfere with, or alter the Company's meters, seals, or other property, or permit the same to be done by others than the Company's authorized agent or employee. Damage caused or permitted by the Customer to said property shall be paid for by the Customer. When unauthorized use of electric service is discovered, the Company may discontinue service and the Customer shall be required to pay for the estimated unauthorized usage, the costs of inspection, investigation, and reconnection before service is restored.

X.

Resale Service

This contract is made and electricity is sold and delivered upon the express condition that the Customer shall not directly or indirectly sell or resell, assign, or otherwise dispose of the electricity or any part thereof, on a metered or unmetered basis, to any person, firm, corporation, tenant or lessee except where service is supplied under a contract specifically providing for resale. Neither the Customer, nor property owner, nor designated agent may install or maintain any meter for the purpose of rendering a bill for electric service.

Under no circumstances will the Company supply electricity for resale in competition with the Company.

Customer Generation and Foreign Electricity

The Customer shall not use the Company's electric service in parallel with other electric service, nor shall other electric service be introduced on the premises of the Customer for use in conjunction with or as a supplement to the Company's electric service, without the written consent of the Company. Non-utility owned generation systems may be allowed to interconnect pursuant to the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the Public Service Commission of South Carolina, or the Company's own interconnection requirements, and upon entering into a contract for such service under an applicable rate schedule and/or rider.

XI.

Service Interruptions

The Company does not guarantee continuous service. It shall use reasonable diligence at all times to provide uninterrupted service, and to remove the cause or causes in the event of failure, interruption, reduction or suspension of service, but the Company shall not be liable for any loss or damage to a customer or customers resulting from such failure, interruption, single-phase condition, reduction or suspension of service which is due to any accident or other cause beyond its control, or to any of the following:

1. An emergency action due to an adverse condition or disturbance on the system of the Company, or on any other system directly or indirectly interconnected with it, which requires automatic or manual interruption of the supply of electricity to some customers or areas in order to limit the extent or damage of the adverse condition or disturbance, or to prevent damage to generating or transmission facilities, or to expedite restoration of service, or to effect a reduction in service to compensate for an emergency condition on an interconnected system.
2. An Act of God, or the public enemy, or insurrection, riot, civil disorder, fire, or earthquake, or an order from Federal, State, Municipal, County or other public authority.
3. Making necessary adjustments to, changes in, or repairs on its lines, substations, and facilities, and in cases where, in its opinion, the continuance of service to Customers' premises would endanger persons or property.
4. It is expressly understood and agreed that the Company does not contract to furnish power for pumping water for extinguishing fires. In the event that the Consumer shall use said electric power, or any part thereof, for pumping water to be used for extinguishing fires, the Consumer shall, at all times, keep on hand, or otherwise provide for, an adequate reserve supply of water so that it shall not be necessary to pump water by means of said electric power during a fire. It is expressly understood and agreed that the Company shall not, in any event, be liable to the Consumer, nor to any of the inhabitants of any municipal consumer nor to any person, firm or corporation for any loss or injury of or to property or person by fire or fires occasioned by, or resulting directly or indirectly from the failure of any pump, pumping apparatus or appliances to operate, whether said failure shall be due to the act or omission of the Company or otherwise. It is the intention of the parties hereto that the Company shall not, in any event, be liable for any loss or damage occasioned by fire or fires which may be caused by, or result from the failure of the Company to supply electric power to operate such or any pump or pumping apparatus or appliances.

XII.

Denial or Discontinuance of Service

The Company, subject to the rules of the Commission, shall have the right to suspend its service for repairs or other necessary work on its lines, or system. In addition, the Company shall have the right to deny, suspend, or discontinue its service as provided in the Rules and Regulations governing service supplied by electric systems in South Carolina.

Removal of Equipment

In the event discontinuance of service or expiration of contract, then it shall be lawful for the Company to remove its meters, apparatus, appliances, fixtures, or other property.

Waiver of Default

Any delay or omission on the part of the Company to exercise its right to discontinue or suspend service, or the acceptance of any part of any amount due, shall not be deemed a waiver by the Company of such right so long as any default in whole or in part or breach of contract on the part of the Customer shall continue, and whenever and as often as any default or breach of contract shall occur.

Reconnect Fee

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$15.00 before service will be restored.

Where the service has been discontinued for any reason except for repairs or other necessary work by the Company, the Company shall have the right to refuse service at the same premises to any other applicant who is a member of the family.

XIII.

Unavoidable Cessation of Consumption

In the event the Customer's premises is destroyed by fire, natural disaster; or other casualty, or the operation of its plant is shut down because of strike, fire, natural disaster or, other cause beyond the Customer's control, making a complete cessation of service, then upon written notice by the Customer to the Company within thirty (30) days thereafter, advising that the Customer intends to resume service as soon as possible, any minimum charge, or guarantee for which the Customer may be liable will be waived during the period of such cessation, and the contract shall be extended for a corresponding period. Otherwise, the agreement for service shall immediately terminate. When service has ceased under the described conditions, the Company shall have the right to (1) waive the collection of a deposit to reestablish service, (2) waive temporary service charges for temporary facilities or for reestablishment of service when such charges do not exceed a reasonable amount, (3) waive the collection of area lighting charges due to early termination of contract, and (4) waive the collection of a reconnection fee.

XIV.

Copies

Forms of application, service agreement, or contract, schedules of rates, riders, and copies of service regulations are available from the Company or from the Company's website. Forms of agreements and contracts are also available upon request.

XV.

Changes

All agreements and contracts for service between the Company and its customers, including the rate schedules, riders or other programs and these Service Regulations, are subject to such changes and modifications from time to time as approved by the Commission or otherwise imposed by lawful authority.

XVI.

Types of Service

The types of service supplied and the schedules applicable thereto are as follows:

1. Residential Service

The residential rate schedules are applicable to an individual residence, condominium, mobile home, or individually-metered apartment. The residential rate schedules shall be applicable to only one meter serving an individual residence.

The residential rate schedules are available for a single unit providing permanent and independent living facilities complete for living, sleeping, eating, cooking and sanitation. If the structure does not meet the requirements of a dwelling unit, service will be provided on one of the general service rate schedules.

Outbuildings, garages, swimming pools, water pumps, and other uses which form a part of the general living establishment on the same property with a residence may be connected to the residential service meter, or they may be separately metered; such separately metered services shall be served on one of the general service rate schedules.

Individual meters shall be installed by the Company for each individual residence, condominium, mobile home, housekeeping apartment, or housekeeping unit for which a permit was issued or construction started after January 23, 1981 in accordance with Commission's Rules and Regulations which prohibit master metering. Exceptions must be approved by the Commission.

Residential service to two or more residences on the same property or to a residence or residences sub-divided into two or more individual housekeeping units may not be supplied through one meter on a residential rate schedule except as provided below:

Block Billing Under Residential Rate Schedules

If, for any reason, the wiring is so arranged by the Customer that rewiring for individual meters is not feasible, but a single meter must be used for two or more residences or units, then for billing purposes through this single meter, the Basic Facilities Charge and each kWh block of the rate schedule shall be multiplied by the number of residence units served.

2. Service to Mobile Home Parks, Recreational Parks, Portable Structures.

a. Mobile Home Parks

Each space designated for the parking of mobile homes will be served through a separate meter and billing will be in accordance with the applicable residential or general service rate schedule.

The Company will extend its conductors to groups of two or more spaces designated for the parking of mobile homes, and will provide and install at each delivery location a service structure on which its conductors are terminated and on which may be mounted the switch panels and wiring to accommodate a separate meter for each mobile home space. Otherwise, service connections will be the same as set forth in these Service Regulations VI, 1.

Energy used by the mobile home park in its office, service buildings, area lighting, water pumps, and other purposes connected with the operation of the park, including spaces designated for the overnight parking of mobile homes in transit or awaiting assignment to separately metered spaces available within the park, may be served through a single meter, and will be billed in accordance with the applicable general service rate schedule.

b. Recreational Parks and Campgrounds and Marinas

Service to recreational parks and campgrounds may be supplied to each establishment at one delivery point, and energy used in its offices, service buildings, area lights, water pumps, individual service outlets at campsites, and other purposes connected with its operation, will be billed through one meter in accordance with the applicable general service rate schedule.

Where a portable structure (travel trailer, camper, motor home, water craft etc.) occupies and remains at an individual campsite in a recreation park or campground under a lease arrangement for twelve (12) months or longer, the Company may, at its option, provide an individual delivery and meter the service to the structure on the individual campsite as provided for under 2. a. above. When a portable structure is set up permanently at a site and meets the requirements of a residence in XVI 1. above, energy used will be billed on a residential or general service rate schedule, whichever is applicable, in the same manner as shown in XVI 2b. above.

c. Locations other than Mobile Home Parks, Recreational Parks or Campgrounds

Service will be provided as set forth in these Service Regulations, XVI (15) Temporary Service, except that if the Customer presents satisfactory evidence of intent to remain at said location twelve (12) months or longer, service will be provided as for any structure having a permanent foundation. Energy used will be billed on a residential or general service rate schedule, whichever is applicable.

3. Residential Service to Group Facilities

Facilities designed to provide residential care or a group home in a residential structure for up to and including nine adults or children (excluding houseparent or caregiver) may be served on a residential rate schedule provided the facility is a single housekeeping unit and energy is used only by equipment which would normally be found in a residence. If the facility has a separate housekeeping unit for the caregiver, commercial cooking or laundry equipment, vending machines, or other equipment not normally found in a residence the facility will be served on a general service rate schedule.

4. Professional Offices or Business Activities in Residences

For residences involving some business, professional, or other gainful activity, a residential rate schedule will be permitted only where:

- a. the electric energy used in connection with such activity is less than 15% of the total energy use; and
- b. the electric energy is used only by equipment which would normally be used in a residence.
- c. there are no conspicuous business soliciting devices about the premises

If all of the foregoing conditions cannot be met, the entire premises shall be classified as nonresidential and an appropriate nonresidential rate schedule shall be applied.

The Customer may, at his option, provide separate circuits so that the residential uses can be metered separately and billed under a residential schedule and the other uses under a general service schedule.

For residences in which a Day Nursery is operated, a residential rate schedule will be permitted provided:

- a. The operator and the operator's family, if any, live there.
- b. The nursery requires no extra electrical equipment or space in addition to that normally required for the operator's family.
- c. There are no conspicuous businesses soliciting devices about the premises. If all of the foregoing conditions cannot be met, then the facility will be served on a general service rate schedule.



5 Farm and Rural Service

The residential rate schedules are available for service through one meter to the Customer's personal farm residence, and for the usual farm uses outside the dwelling unit, but not for commercial operations selling at retail, or for non-farming operations, or for the processing, preparing, or distributing of products not indigenous to that farm.

The residential farm service customer may, at his option, elect to take the entire service under one of the general service rate schedules, or he may provide separate circuits so that the residential dwelling unit, together with the usual farm uses outside the dwelling unit, can be metered and served under a residential rate schedule, and the other uses under a general service rate schedule.

6. General Service

General service rate schedules are available to the individual customer for any purpose other than those excluded by the availability paragraph of the schedules, and they shall apply to the following:

- a. Customers engaging in retail trade or personal service directly with the public such as hotels, motels, boarding houses; ("Boarding House" is defined as an establishment making a business of providing rooms and/or meals to the public in much the same manner as hotels and restaurants; or which has a license for operating such an establishment. This does not include homes taking in a small number of roomers and/or boarders, where the home owner does not depend on the revenue therefrom as a principal source of income.)
- b. Hospitals, nursing homes, institutional care facilities;
- c. Office buildings, stores, shops, restaurants, service stations, and other commercial establishments;
- d. Schools, dormitories, churches, and other nonresidential customers, and other nonindustrial customers;
- e. Energy used in a multi-family residential structure (other than the individual housekeeping units), such as hall lighting, laundry facilities, recreational facilities, etc.
- f. Miscellaneous services with individual meters serving well pumps, signs, customer-owned lighting, garages, etc.

General service rate schedules continue to be available for master-metered apartments constructed prior to October 31, 1980, (or after October 31, 1980 with Commission approval) where the establishment consists of:

- a. one or more buildings, each three (3) or less stories in height, of three (3) or more individual apartment living units per building, located on contiguous premises and under single ownership, or
- b. a single building, under single ownership, four (4) or more stories in height, containing three (3) or more individual housekeeping units,

provided there is no submetering, resale, conjunctural, or sub-billing, or separate charge to tenants for electricity by the landlord, nor any form of variable rental charge based upon the electric usage by any tenant.

Notwithstanding a. above, 10% or less of the total number of living units being served through the single meter may be of two units per building, but no single-family units which may be among the buildings in the establishment can be served through the single meter. The number of buildings and apartment units to be served through a single meter may not be greater than the number for which the developer has secured a construction loan or permanent mortgage as of the date of the contract, and proof of such commitment may be required. Additional units to be built on the original premises or on an adjoining premises, must be contracted for separately and served through a separate meter and served on the applicable general service rate schedule.

Upon mutual agreement by the Customer and the Company, service will be rendered through a single meter to multiple delivery points, with the Company owning the distribution facilities between the meter and the several delivery points as set forth under the Extra Facilities section of these Service Regulations.

Service through a single meter billed on a general service schedule is available only for general building use and residential use. Any tenant who could otherwise qualify for any of the Company's rate schedules other than residential, must be served separately by the Company.

The landlord must enter into a contract with the Company for each establishment qualifying for the single meter general service rate schedule in a. or b. above, and the contract shall specify the number of buildings and the number of stories and apartment units within each building in the establishment, the total contract demand of the establishment, and the names of streets, roads, or other boundaries of the contiguous premises within which each establishment is located.

Service will normally be supplied separately to each establishment as determined by the Company.

7. Industrial Service

The industrial service rate schedule is available to customers classified as "Manufacturing Industries" by the Standard Industrial Classification Manual published by the United States Government, and where more than 50% of the electric usage of such establishment is for its manufacturing processes.

8. Outdoor Lighting Service

Customer-owned outdoor lighting service may be connected to the residential, general service, or industrial service meter, or it may be separately metered. Such separately metered services shall be served on the general service schedule.

Where the Company owns and operates the lighting equipment, service will be provided under Schedule OL, FL, or NL.

9. Seasonal Service

Where the Customer's use of energy is seasonal, generally it will be to his advantage to keep his premises connected to the Company's lines throughout the year. Under certain rate schedules, the Customer may elect to contract for an annual minimum charge, rather than a monthly minimum charge, as outlined in the applicable schedules. The Company will disconnect the service for a period of inactivity upon request, but will make a disconnect charge of \$15.00 if the service has been connected less than 6 months.

10. Government and Municipal Service

The regular general service rate schedules are available for government and municipal service to facilities such as offices and schools. Schedules GL and PL are available to governmental entities for street and public area lighting. Schedule PL is closed to new installations after February 1, 2010. Schedule TS is available to governmental entities for traffic and safety signals.

11. Time of Use Service

Time of Use rates are optional and are available to residential and nonresidential customers.

12. Power Manager and PowerShare

These optional riders offer credits for contracting customers who provide a source of capacity to the Company when the Company requests interruption of service.

13. Breakdown and Standby Service

The Company does not supply breakdown or standby service, and service under its rate schedules may not be used for resale or exchange or in parallel with other electric power, or as a substitute for power contracted for or which may be contracted for, except at the option of the Company, under special terms and conditions expressed in writing in the contract with the Customer.

14. Net Metering

Net metering is available under Rider NM for installed customer generation systems and equipment that comply with the provisions outlined in the South Carolina Standard for Interconnecting Small Generation 100 kW or Less with Electric Power Systems as approved by the Public Service Commission of South Carolina.

15. Temporary Service

Temporary service for construction of buildings or other establishments which will receive permanent electric service from the Company's lines when completed will be provided under Schedule BC if single-phase service is supplied, or on the applicable general service schedule if three-phase service is supplied.

Temporary service for construction projects which will not result in permanent electric service, and for rock crushers, asphalt plants, carnivals, fairs, and other nonpermanent installations will be provided on the General Service Schedule where the Customer agrees to pay the actual cost of connection and disconnection. The cost shall include payroll, transportation, and miscellaneous expense for both erection and dismantling of the temporary facilities, plus the cost of material used, less the salvage value of the material removed. A deposit may be required equal to the estimated cost of connection and disconnection plus the estimated billing on the applicable rate schedule for the period involved, said deposit to be returned if the contract period is fulfilled.

16. Special Provisions

- a. Service to x-ray, welding and other equipment of this type may be operated by the Customer through his regular service meter when such operation will not adversely affect the quality of service to neighboring customers. For purposes of establishing the contract demand, such equipment will be rated at one kW for each 4 KVA of rated capacity.

If, however, the use of such equipment causes voltage fluctuations detrimental to the service of the Customer or other customers, the Company may set a separate transformer for the exclusive use of the Customer, and extend a separate service to the Customer's premises. This service shall be metered, and shall be billed on the applicable rate schedule. In addition, the Customer shall be billed 30 cents per month per KVA of the separate transformer. In lieu of setting the separate transformer, the Company may require the Customer to either discontinue the operation of the equipment or install the necessary motor-generator set or other apparatus to eliminate the disturbance to other customers.

- b. Fluorescent lamps. Installation of neon, fluorescent, and/or mercury vapor lamps or tubes, or other types or combinations of gaseous discharge lamps having lower power factor characteristics, made, replaced, relocated, or rearranged after December 31, 1940, should be so equipped that the power factor of each unit or group of units shall not be less than approximately 90% lagging. When an installation has a power factor less than approximately 90% lagging, there shall be added to each monthly bill covering such installation an additional fixed charge of 35 cents for each 100 volt-amperes by which the volt-ampere rating of such installation numerically exceeds the watt rating, as obtained by test or from the manufacturers' nameplates.

- c. Selection of Rate Schedule. For certain classes of service, optional schedules are available which result in lower average prices to customers because of their usage characteristics. Since this use is under the control of the Customer, the amount of saving, if any, is also under his control and the choice of schedules, therefore, lies with him.

Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate which is most favorable to his condition and to determine whether the rate under which he is being billed is the most advantageous. The Company does not guarantee that each customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any customer. In addition, when a Customer selects an optional rate with seasonal or time of use pricing, the Company reserves the right to restrict rate changes to once annually, on the anniversary date of the agreement for the optional rate. When a change is made from an optional rate to another, no refund will be made of the difference in charges under difference rates applicable to the same class of service.

- d. Extra Facilities. At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule, such additional facilities to be furnished under an "Extra Facilities Clause" added to and made a part of the Company's standard form of contract and containing the following provisions:
- 1) Service shall be used solely by the contracting Customer in a single enterprise located entirely on a single, contiguous premises, and there shall be no exemption from any of the other provisions of these Service Regulations.
  - 2) "Extra Facilities" shall consist of such of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the exclusive use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its standard form of contract.
  - 3) The facility to be supplied shall be Company standard overhead transmission or distribution, or transmission and distribution, equipment to be installed only on the Company side of the point of delivery.
  - 4) A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule. In lieu of the monthly charge above, at the Company's option, the Customer may elect to be billed under an alternative payment option to the 1.7% per month. The alternative payment option will be calculated such that the net present value of the payments made by the Customer under the alternative payment option will be equal to the net present value of the 1.7% payment option. Under such option, the payment must be renewed after each thirty (30) year period.
  - 5) The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known. The original cost of materials used is the current market price of the equipment at the time the equipment is installed, whether said equipment is new or out of inventory.
  - 6) "Extra Facilities" shall include the installed cost of extra meters and associated equipment necessary to record demand and energy at the voltage delivered to the Customer. Upon mutual agreement between the Customer and the Company, demand and energy may be metered at primary voltage, without compensation for transformer loss, and without inclusion of any part of the metering cost as an extra facility. When extra facilities furnished include a voltage regulator, metering equipment shall be installed on the Company side of the regulator, or if this is not feasible, the meter shall be compensated so as to include registration of the regulator losses.
  - 7) When the extra facilities requested by the Customer consist of those required to furnish service at either more than one delivery point on the premises or at more than one voltage, or both, the installed cost of the extra facilities to be used in the computation of the Extra Facilities Charge shall be the difference between the installed cost of the facilities made necessary by the Customer's request, and the installed cost of the facilities which the Company would furnish without cost to the Customer under its standard form of contract.
  - 8) The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.
  - 9) Contracts containing the Extra Facilities clause shall have a minimum original term of 5 years to continue from year to year thereafter, but the Company may require the payment of removal costs in contracts with original terms of 10 years or less, and may require advance payment of the Extra Facilities Charge for a period equal to one-half the original term of the contract.
  - 10) Customers from whom the Company may be furnishing extra facilities under contracts made prior to September 1, 1962 shall be exempted from all provisions of this Extra Facilities Clause except 1) until such time as their contracts may expire, or are terminated by the Customer, or are terminated by the Company for reasons not related to the furnishing of extra facilities.
  - 11) In the event that an existing extra facility must be modified or replaced, whether or not such modification or replacement is requested by the affected extra facility Customer, then the installed cost of extra facilities on which the monthly Extra Facilities Charge is based shall be the installed cost of existing equipment, plus the installed cost of new additions, less the installed cost of equipment removed. The installed cost of existing equipment shall be the same installed cost used for said equipment immediately prior to the modification or replacement. The installed cost of new additions shall be the current market price of said new additions at the time the new additions are installed. The installed cost of equipment removed shall be the same installed cost used for said equipment immediately prior to removal.